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Approved Form 27

Instrument setting out the terms of by-laws to be created upon registration of the strata plan.

By-laws Industri

It is intended to adopt the provisions of Memorandum No. AG520000 in regards to ongoing maintenance of items within the strata scheme, subject to the terms of the following by-laws.

Where there is an inconsistency between Memorandum No. AG520000 and the following by-laws, the following by-laws prevail to the extent of any such inconsistency.

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Contents

1.	Definitions	4
2.	Interpretation	5
3.	Noise	6
4.	Vehicles	6
5.	Obstruction of Common Property	6
6.	Damage to lawns and plants on Common Property	6
7.	Damage to Common Property	6
8.	Behaviour of Owners and Occupiers	7
9.	Children playing on Common Property in Building	7
10.	Behaviour of invitees	8
11.	Depositing rubbish and other material on Common Property	8
12.	Washing, curtains, vehicles	8
13.	Cleaning windows and doors	8
14.	Storage of inflammable liquids and other substances and materials	8
15.	Moving and delivering furniture and goods	9
16.	Floor coverings	9
17.	Garbage disposal	10
18.	Keeping of animals	11
19.	Appearance of Lot	12
20.	Change in use of Lot to be notified	13
21.	Fire safety	13
22.	Prevention of hazards	13
23.	Selling and leasing activities	13
24.	Security	13
24.1	Rights and obligations of the Owners Corporation	13
24.2	Installation of security equipment	14
24.3	Restricting access to Common Property	14
25.	Security Keys	14

SP88894

ePlan

cbp

25.1	Providing Owners and Occupiers	14
25.2	Number of Security Keys per Lot	14
25.3	Ownership	14
25.4	Managing the Security Key system	14
25.5	Obligations	15
25.6	Prohibitions	15
26.	Strata Management Statement	15
27.	Air conditioning	15
28.	Hot water systems	16
29.	Structural support in the Building	16
30.	Access to inspect or read meters	16
31.	Controls on hours of operation and use of facilities	17
32.	Annual fire safety certification	17
33.	Loading and unloading	17
34.	Unobstructed driveways and parking areas	17
35.	Vehicular access	17
36.	Noise control – plant and machinery	18
37.	Public access	18
38.	Energy and water rated appliances	18
39.	Failure to comply with by-laws	18
40.	Cleaning of Lot and range hoods	18
41.	Products used in Scheme	18
42.	Use and maintenance of balconies	19
43.	Carwash bays	19
44.	Storage Areas	19
45.	Smoking	19
46.	Provision of amenities and services	20
47.	Compliance with planning and other requirements	20
48.	Service of documents on Owner of Lot by Owners Corporation	20
49.	Building Works	20
49.1	Consent	20

SP88894

ePlan

cbp

49.2	Procedures before carrying out the Building Works	20
49.3	Procedures when carrying out Building Works	20
50.	Access rights	21
51.	NBN Co Limited rights	21
51.1	Background	21
51.2	Owners Corporation obligations	21
51.3	Acknowledgement and waiver	21
51.4	Entering into agreements	22

Notes on by-laws

- A The by-laws regulate the day to day management and operation of the Building. They are an essential document for the Owners Corporation and any Owner or Occupier.
- B All Owners and Occupiers and the Owners Corporation must comply with the by-laws.
- C The Owners Corporation may amend the by-laws.

1. Definitions

Act means *Strata Schemes Management Act 1996* (NSW) as amended.

Air Conditioning System means an air conditioning unit and all pipes, wires, ducts, vents and grills associated with that air conditioning unit.

Authority means any national, state or local government, semi-government, quasi-government or other body or authority, statutory or otherwise, including but not limited to any court or tribunal having jurisdiction and power in relation to the Scheme.

Balcony means a balcony, terrace or courtyard in a Lot.

Balcony Fittings means the Common Property taps, gas bayonets, light fittings and electricity fittings on a Balcony.

Building means the building constructed within the Scheme and includes all recreational facilities, carparking, Storage Areas and Common Property within the Scheme.

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

- (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing the Lot;
- (b) the structure of the Lot;
- (c) the internal walls inside the Lot (e.g. a wall dividing 2 rooms in the Lot);
- (d) Common Property services; or
- (e) services in the Building, whether or not they are for the exclusive use of the Lot,

but exclude:

- (f) minor fit out works inside a Lot;
- (g) works or alterations to the interior of Common Property walls in a Lot; and
- (h) works which an Owner is entitled to carry out under an Exclusive Use By-Law,

unless such works are likely to affect the operation of fire safety devices in the Lot or reduce the level of safety in the Lot or the Common Property.

Common Property means the common property created upon the registration of the Strata Plan and the personal property of the Owners Corporation.

Consent Authority means the relevant consent authority from time to time with building and development consent power in respect of the Scheme.

SP88894

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Council means Marrickville Council.

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

Executive Committee means the executive committee of the Owners Corporation.

Lot means a lot in the Scheme.

Occupier means the occupier, licensee or person in lawful possession of a Lot.

Original Proprietor means Al Maha Pty Limited ACN 118 230 087 or any nominee of Al Maha Pty Limited ACN 118 230 087 notified to the Executive Committee.

Owner means the registered proprietor of a Lot and includes:

- (a) the lessee for the time being of a leasehold interest in the Lot; and
- (b) a mortgagee in possession of the Lot.

Owners Corporation means the owners corporation established on registration of the Strata Plan.

Scheme means the strata scheme created on registration of the Strata Plan accompanying these by-laws.

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

Site means the land comprising the Strata Plan.

Storage Area means any area that is designated on the Strata Plan as a storage area including designated storage areas that form part of a Lot and any area which the Original Proprietor or Owners Corporation, as the case may be, has granted to an Owner being a right to the exclusive use and enjoyment of an area of Common Property for the purpose of storage.

Strata Management Statement means the strata management statement registered with the Strata Plan.

Strata Manager means the person appointed from time to time under Part 4 of Chapter 2 of the Act in relation to the Scheme.

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

2. Interpretation

In these by-laws unless the contrary intention appears:

- (a) a reference to an instrument includes any variation or replacement of it
- (b) the singular includes the plural and vice versa
- (c) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns

SP88894

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- (d) headings are for convenience and do not affect the interpretation of these by-laws, and
- (e) unenforceability of a part or provision of these by-laws does not affect the enforceability of any other part or provision.

3. Noise

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

4. Vehicles

- (a) An Owner or Occupier must not park or stand any motor vehicle or other vehicle on Common Property or allow any invitee of the Owner or Occupier to park or stand any motor vehicle or other vehicle on Common Property except with the prior written approval of the Owners Corporation.
- (b) An Owner or Occupier must not park or stand any motor vehicle or other vehicle in any parking space designated for use by visitors.
- (c) An Owner or Occupier of a Lot must not at any time enclose any car parking space forming part of that Lot, or alter or erect anything on such car parking space.

5. Obstruction of Common Property

An Owner or Occupier must not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis.

6. Damage to lawns and plants on Common Property

An Owner or Occupier must not, except with the prior written approval of the Owners Corporation:

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

7. Damage to Common Property

- (a) An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of Common Property except with the written approval of the Owners Corporation.
- (b) An approval given by the Owners Corporation under this by-law cannot authorise any additions to Common Property.
- (c) This by-law does not prevent an 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 to improve safety within the Owner's Lot

- (ii) any screen or other device to prevent entry of animals or insects on the Owner's Lot
- (iii) any structure or device to prevent harm to children, or
- (iv) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot,

unless the device is likely to affect the operation of fire safety devices in the Lot or to reduce the level of safety in the Lots or Common Property.

- (d) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.
- (e) Despite section 62 of the Act, the Owner of a Lot must:
 - (i) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 7(c) that forms part of Common Property and that services the Lot; and
 - (ii) repair any damage caused to any part of Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in this by-law that forms part of Common Property and that services the Lot.
- (f) If an Owner or person authorised by an Owner installs a device, screen or structure pursuant to this by-law which does not comply with fire safety standards of Australia or is not in keeping with the appearance of the Building in accordance with this by-law, the Owners Corporation or any person authorised by it, may remove such screen, structure or device and replace it with a screen, structure or device which complies with fire safety standards of Australia or is in keeping with the appearance of the Building in accordance with this by-law. The costs of the Owners Corporation in removing and replacing that screen, structure or device shall be a debt payable by the Owner to the Owners Corporation on demand.

8. Behaviour of Owners and Occupiers

- (a) An Owner or Occupier of a Lot, when on Common Property, must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property.
- (b) An Owner or Occupier of a Lot must take all reasonable steps to ensure that any persons authorised by that Owner or Occupier to enter the Building do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using the Common Property.
- (c) Where these by-laws require a person authorised by an Owner or Occupier to do anything or to refrain from doing anything, the Owner or Occupier inviting or permitting that authorised person to enter the Building must ensure that the relevant authorised person complies with such requirement.

9. Children playing on Common Property in Building

- (a) An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play on Common Property within the Building or, unless accompanied by an adult exercising effective control, to be or to remain on

Common Property comprising a car parking or recreational area or other area of possible danger or hazard to children.

- (b) An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play or otherwise obstruct the lifts, stairs or access ways on Common Property.

10. Behaviour of invitees

An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property.

11. Depositing rubbish and other material on Common Property

An Owner or Occupier must not deposit or throw on Common Property any rubbish, dirt, dust or other material or discarded item other than in receptacles placed on Common Property for this purpose.

12. Washing, curtains, vehicles

An Owner or Occupier may not:

- (a) dry, air or display clothing other than in areas designated for that purpose by the Owners Corporation.
- (b) without the consent of the Executive Committee permit rubbish, materials, vehicles, plant or equipment to remain in locations visible outside its Lot, or
- (c) treat windows and glass doors with any treatment (including, without limit, curtains or blinds) other than those of a style and colour approved by the Owners Corporation.

13. Cleaning windows and doors

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

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

14. Storage of inflammable liquids and other substances and materials

- (a) An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on Common Property any inflammable chemical, liquid or gas or other inflammable material in a quantity exceeding one litre.
- (b) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

SP88894

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15. Moving and delivering furniture and goods

- (a) Owners and Occupiers must make arrangements with the Owners Corporation at least 48 hours before they move in to or out of the Building or move large articles (e.g. furniture) through Common Property.
- (b) When an Owner or Occupier takes deliveries or moves furniture or goods through the Building, they must:
 - (i) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift
 - (ii) repair any damage they (or the person making the delivery) cause to Common Property, and
 - (iii) if they (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.
- (c) The Owners Corporation may impose the following additional requirements on Owners or Occupiers who are moving in or moving out of the Building:
 - (i) Owners or Occupiers may be required to complete and submit a form to the Owners Corporation containing details of the move, the form of which is to be reasonably determined by the Owners Corporation
 - (ii) Owners or Occupiers may be required to make the moving arrangements and receive their deliveries at specified times on specified days
 - (iii) Owners or Occupiers may be prohibited from moving items through the front foyer(s) of the Building and/or restricted to using a particular lift or lifts nominated by the Owners Corporation, and
 - (iv) Owners or Occupiers may be required to pay a cash bond in an amount reasonably determined by the Owners Corporation from time to time for the purpose of ensuring that Common Property is not damaged during the move. Any bond required must be paid before the move commences and the Owners Corporation must refund the bond (or any part of the bond not required to pay for damage to Common Property caused by the move) to the Owner or Occupier within 48 hours of the move being completed.
- (d) The Owners Corporation may appoint a Strata Manager to assist it to perform its functions under this by-law. If this happens, Owners and Occupiers must:
 - (i) make arrangements with the person so appointed when they move in or out of the Building, and
 - (ii) comply with the requirements of the person so appointed when they take deliveries or move furniture or goods through the Building.

16. Floor coverings

- (a) An Owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.

SP88894

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- (b) An Owner must not cover the floor space of a Lot with tiles, timber flooring, or any other substance which may cause a nuisance or disturb the peaceful enjoyment of the Owner or Occupiers of another Lot without the consent in writing of the Owners Corporation, which consent may be withheld in its absolute discretion.
- (c) If an Owner wants to change the floor covering or treatment of a Lot to other than the floor covering or treatment existing as at the date of registration of the Strata Plan:
 - (i) the impact insulation rating of an installed floor covering or treatment must have an impact insulation rating classification of not less than 50 as measured in accordance with AS 1055-1997 and must comply with the requirement of the Building Code of Australia;
 - (ii) the Owner of the Lot must notify the Owners Corporation at least 21 days before changing any of the floor coverings or treatments of the Lot; and
 - (iii) following installation of the floor covering or treatment, provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person to demonstrate that this by-law has been complied with.
- (d) By-law 16(b) does not apply to floor space of a Lot comprising a kitchen, laundry, lavatory or bathroom.
- (e) By-law 16(c)(ii) does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering, treatment or surface.
- (f) Each Owner acknowledges that that if at the date of registration of the Strata Plan their Lot contained engineered timber flooring, to the extent that the flooring is Common Property, that owner is granted exclusive use of such timber flooring and is responsible for its maintenance and repair.

17. Garbage disposal

- (a) An Owner or Occupier of a Lot that does not have shared receptacles for garbage, recyclable material or waste:
 - (i) must maintain such receptacles within the Lot, or on such part of Common Property as may be authorised by the Owners Corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered
 - (ii) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines
 - (iii) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the Owners Corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected

SP88894

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- (iv) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the Lot or other area referred to in paragraph (i)
 - (v) must not place any thing in the receptacles of the Owner or Occupier of any other Lot except with the permission of that Owner or Occupier, and
 - (vi) must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (b) An Owner or Occupier of a Lot that has shared receptacles for garbage, recyclable material or waste:
- (i) must ensure that:
 - (A) recyclable material or waste is transported to the receptacles in secure waterproof bags, or containers, and in the case of fluid waste in sealed containers that do not leak, and
 - (B) before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (ii) must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (c) In no circumstances may garbage, recyclable material or waste (or receptacles for the same) be visible from outside the Building other than on days specified by the Council for collection.
- (d) If there is any inconsistency between the terms of this by-law and any Consent Authority requirements, the Consent Authority requirements will prevail.

18. Keeping of animals

- (a) Subject to section 49(4) of the Act, an Owner or Occupier must not, without the written consent of the Executive Committee, keep any animal on its Lot or on Common Property.
- (b) A request for written consent of the Executive Committee must include:
 - (i) details of the type and size (including weight) of the animal, and
 - (ii) a photograph of the animal,and consent will not be granted for an animal other than a:
 - (i) cat, or
 - (ii) dog weighing less than 10kg (other than a dangerous dog as defined in the *Companion Animals Act 1998*), or

SP88894

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- (iii) caged bird, and/or
 - (iv) fish in a secure aquarium, or
 - (v) any other small animal approved by the Executive Committee.
- (c) An Owner or Occupier must ensure that its cat, dog or caged bird is vaccinated and micro chipped, registered with the local 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.
- (d) An Owner and Occupier must ensure that its cat, dog or bird:
- (i) is kept within the Lot whenever practicable
 - (ii) is carried, leashed, caged or otherwise kept under control when on the Common Property
 - (iii) is prevented from fouling the Common Property and that any such fouling is immediately removed, and
 - (iv) does not interfere with the peaceful enjoyment of another Owner or Occupier of a Lot in the Scheme, 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.
- (e) 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 the Scheme any associated costs, including but not limited to any costs associated with the animal's recovery.
- (f) 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 Executive Committee 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 the Scheme within seven days.
- (g) Nothing in this by-law overrides the operation of the *Companion Animals Act 1998*.

19. Appearance of Lot

- (a) The Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building.
- (b) If a Lot contains a private courtyard, the Owner or Occupier of that Lot must maintain the landscaping and the general appearance of the courtyard in accordance with the landscaping standards and the general standard of the Building.
- (c) The Owner or Occupier must not, without the written consent of the Owners Corporation, affix anything to the exterior of the Building or a Lot within the Building or the Common Property or maintain within the Lot anything visible from

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outside the Lot that, viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building. This prohibition includes (without limitation):

- (i) the display of "for sale" or "for lease" signs, or any other form of notice or advertising, and
- (ii) satellite dishes or antennas.

20. Change in use of Lot to be notified

An Occupier of a Lot must notify the Owners Corporation if the Occupier uses a Lot in a way that may affect the insurance premiums for the Scheme (for example, if the use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for non-residential purposes).

21. Fire safety

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

22. Prevention of hazards

The Owner or Occupier of a Lot must not do any thing or permit any invitees of the Owner or Occupier to do any thing on the Lot or Common Property that is likely to create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using Common Property.

23. Selling and leasing activities

- (a) The Original Proprietor may on Common Property and any Lot owned by the Original Proprietor:
 - (i) maintain selling and leasing offices and facilities
 - (ii) maintain signs in connection with those selling and leasing activities, and
 - (iii) conduct selling, leasing and auction activities.
- (b) No other Owner or Occupier may maintain facilities or signs, or otherwise conduct selling or leasing activities, without Owners Corporation approval.

24. Security

24.1 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into the Building; and
- (b) prevent fires and other hazards.

24.2 Installation of security equipment

Subject to this by-law, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of the Building.

24.3 Restricting access to Common Property

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 access to levels in the Building where and Owner or Occupier does 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 the Building.

25. Security Keys

25.1 Providing Owners and Occupiers

The Owners Corporation may give Owners and Occupiers a Security Key if it restricts access to Common Property under by-law 24.

25.2 Number of Security Keys per Lot

- (a) With the exception of keys used to open and close the front doors of Lots, the Owners Corporation may determine how many Security Keys are allocated to each Lot and may determine how many Security Keys are active at any one time by reference to how many bedrooms a Lot has.
- (b) The Owners Corporation may determine how many Security Keys per Lot will be coded to give access to the Building car park. This will be determined by reference to how many car spaces each Lot has.
- (c) The Owners Corporation may charge Owners and Occupiers a fee or bond if they require a replacement Security Key.

25.3 Ownership

Security Keys belong to the Owners Corporation.

25.4 Managing the Security Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys;
- (b) require an Owner or Occupier to promptly return their Security Keys to the Owners Corporation to be re-coded; and
- (c) 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.

25.5 Obligations

Owners and Occupiers must:

- (a) comply with the reasonable instructions of the Owners 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 Owners Corporation if they are not needed or if they are no longer an Owner or Occupier; and
- (d) notify the Owners Corporation immediately if they lose a Security Key.

25.6 Prohibitions

An Owner Occupier must not:

- (a) copy a Security Key; or
- (b) give a Security Key to someone who is not an Owner or Occupier

26. Strata Management Statement

- (a) The Strata Management Statement contains rules which affect the Scheme.
- (b) An Owner or Occupier and the Owners Corporation must comply with the Strata Management Statement.
- (c) If there is any inconsistency between the terms of the Strata Management Statement and these by-laws, the Strata Management Statement will prevail.
- (d) A breach of the rules contained in the Strata Management Statement amounts to a breach of these by-laws.

27. Air conditioning

- (a) An Owner, Occupier or the Owners Corporation must not install or maintain on a Lot or Common Property any air conditioning unit (**unit**) other than of a type and style approved by the Owners Corporation and with a power rating, noise rating and in a location directed by the Executive Committee.
- (b) An Owner and/or an Occupier of a Lot is at all times responsible for ensuring that the unit complies with all relevant legislation and regulations relating to the operating noise levels of the unit and indemnifies the Owners Corporation for any liability or expense incurred by the Owners Corporation arising from any breach of noise regulations.
- (c) An Owner of a Lot has a right of exclusive use and enjoyment of that part of the Common Property required in order to install and keep a unit to service his or her Lot.
- (d) The Owner must maintain the unit, or any modification or addition to the unit, in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary or as reasonably required by the Owners Corporation. If the Owner decides to replace or renew the unit, the Owner must inform the Owners Corporation in writing of his intention to do so at least 14 days prior to the replacement or renewal.

SP88894

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- (e) An Owner at his or her cost must repair any damage to the Common Property occurring in the installation, maintenance, replacement, repair or renewal of the unit or any modification or addition to the unit.
- (f) An Owner must indemnify the Owners Corporation against any liability or expense that would not have been incurred if the unit had not been installed.
- (g) The unit always remains the property of the Owner of the Lot and does not become Common Property or come under the ownership of the Owners Corporation at any time.
- (h) Where any Air Conditioning System is installed for the benefit of an individual Lot before registration of the Strata Plan, the Owner of the Lot is liable for all costs of maintaining and operating that system. The Owner of that individual Lot is granted a right of exclusive use and enjoyment in accordance with paragraph (c) above and must comply with paragraphs (b), (d), (e) and (f) except that the phrase "Air Conditioning System" is substituted in place of the word unit where ever it appears in those paragraphs.

28. Hot water systems

- (a) This by-law applies if there is a Common Property hot water system.
- (b) The Owner of each Lot has a right to use the Common Property hot water system.
- (c) Each Owner or Occupier must give the Owners Corporation, or a person authorised by the Owners Corporation, reasonable access to his or her Lot to maintain, repair or replace the connections to the hot water system.
- (d) The Owners Corporation must operate, maintain, repair and replace the hot water system.
- (e) The Owners Corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of any hot water system.

29. Structural support in the Building

An Owner or Occupier must not carry out any alteration to any part of the Building which renders structural support to any other part of the Building, without first submitting copies of all relevant plans, and approvals to the Owners Corporation and obtaining the prior written approval of the Owners Corporation to the proposed alteration. The consent of all relevant authorities required by law must also be obtained for the alterations and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by all relevant authorities and the Owners Corporation.

30. Access to inspect or read meters

Where any meter is located within a Lot, the Owner or Occupier of that Lot must, on receiving reasonable notice, give access to persons authorised by the Owners Corporation to allow the reading or servicing of that meter. An Owner or Occupier is entitled to require the presence of the Strata Manager or other authorised employee or representative of the Owners Corporation before granting access to allow inspection or reading of any meter that is located within a Lot.

31. Controls on hours of operation and use of facilities

- (a) The Executive Committee may make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the Lots or the Lots and Common Property of the Scheme:
- (i) that non residential activities may be conducted on a Lot or Common Property only during certain times;
 - (ii) that facilities situated on the Common Property may be used only during certain times or on certain conditions; and
 - (iii) that deliveries to or from a Lot or Lots are to be transported through or on Common Property only during certain times or on certain conditions.
- (b) An Owner or Occupier of a Lot must comply with a determination referred to in by-law 31(a).

32. Annual fire safety certification

The Owners Corporation shall certify to the Council and the NSW Fire Brigade and provide a Fire Safety Certificate annually confirming that the essential services installed in the Building for the purpose of fire safety have been inspected and at the time of inspection are capable of operating to the required minimum standard.

33. Loading and unloading

An Owner or Occupier of a Lot must ensure that all loading and unloading of service vehicles in connection with the use of the Lot shall be carried out wholly within the Site at all times, or in designated on-street loading zones approved in consultation with Council under a traffic management plan.

34. Unobstructed driveways and parking areas

- (a) An Owner or Occupier of a Lot must not at any time obstruct driveway or parking areas and will not use any driveway or car spaces for the manufacture, storage or display of goods, materials or any other equipment and the driveways and car spaces are to be used solely for vehicular access and for the parking of vehicles associated with the use of the Lot.
- (b) An Owner or Occupier of a Lot must not at any time use any car space or the Common Property for:
- (i) washing vehicles (other than the car wash bay area), and/or
 - (ii) repairing, modifying and/or maintaining any vehicle whatsoever.

35. Vehicular access

The Owners Corporation will exhibit signs in a prominent location advising that all vehicles entering or leaving the Common Property are to be driven in a forward direction at all times.

36. Noise control – plant and machinery

An Owner or Occupier of a Lot must not cause the emission of noise by the operation of any plant and machinery or other equipment on a Lot that exceeds 5dB(A) above the background noise level when measured at the boundary of the Lot.

37. Public access

An Owner or Occupier will not obstruct a public accessway with any materials, vehicles, refuse, skips or the like under any circumstances.

38. Energy and water rated appliances

All appliances installed in a Lot must be energy rated appliances with an energy star rating of 3 stars or more. All fittings must be water saving fittings and appliances with AAA water rating or more.

39. Failure to comply with by-laws

- (a) The Owners Corporation may do any act, as an Owner or Occupier of a Lot, that an Owner or Occupier should have done under the Act or these by-laws, but which an Owner or Occupier has not done or, in the reasonable opinion of the Owners Corporation, has not done properly.
- (b) The Owners Corporation must give an Owner and/or Occupier written notice specifying when it will enter an Owner's and/or Occupier's Lot to do any work required to be done in the exercise of the rights conferred on the Owners Corporation under these by-laws. An Owner and/or Occupier must:
 - (i) give the Owners Corporation (or persons authorised by it) access to an Owner's and/or Occupier's Lot as required by the notice and at the cost of that Owner and/or Occupier, and
 - (ii) pay the Owners Corporation the costs incurred for doing the work.
- (c) The Owners Corporation may recover money an Owner or Occupier owes it under these by-laws as a debt payable upon demand.
- (d) The rights of the Owners Corporation under this by-law 39 are in addition to those that it has under the Act.

40. Cleaning of Lot and range hoods

The Owner or Occupier of a Lot shall maintain the Lot in a clean and tidy condition and free of vermin and shall clean the filters of any range hood installed in the Lot every three months.

41. Products used in Scheme

The Owners and Occupiers acknowledge that natural products have been specified in the design of the Building and that these natural products have characteristics that may lead to uneven wear, minor distortion, staining and discolouration. An Owner and Occupier cannot make any objection in relation to these matters. The Owners Corporation must treat and maintain those materials regularly and in accordance with the suppliers recommendations.

42. Use and maintenance of balconies

- (a) An Owner or Occupier must not, without the written consent of the Owners Corporation, use balconies or permit balconies to be used by any other person, to store furniture, goods or any other item. Outdoor furniture kept on balconies:
 - (i) must be in keeping with the appearance of the rest of the Building, and
 - (ii) must not cause damage or be dangerous or have potential to cause damage or injury.
- (b) The Owner or Occupier of a Lot must at all times ensure that Balcony drainage is not blocked.
- (c) The Owner of a Lot which contains a Balcony is granted exclusive use and enjoyment of the Balcony Fittings on its Lot, and is responsible for the maintenance and repair of those Balcony Fittings, and must maintain the same in good condition.

43. Carwash bays

An Owner or Occupier using a car wash bay area (area) in the Common Property must:

- (a) ensure that the area is kept clean and all rubbish is removed from the area, and
- (b) not use the area at any time for temporary car parking.

44. Storage Areas

- (a) The Owner or Occupier of any Storage Area will:
 - (i) not, except with the prior written approval of the Owners Corporation, use or store in the Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material,
 - (ii) be responsible for the repair of any damage caused to the Storage Area, Common Property or any item of personal property stored within the Storage Area resulting from the use of the Storage Area, and
 - (iii) ensure the Storage Area is kept clean and free of all rubbish and vermin.
- (b) The Owner or Occupier of any Storage Area that has an area large enough to allow the storage of a motor vehicle, trailer or boat, shall be entitled to store a motor vehicle, trailer or boat in the Storage Area.
- (c) Owners and Occupiers of any Storage Area acknowledge that the Storage Areas are located within a part of the Building which may be subject to water ingress, and must ensure that any item stored in the Storage Area is sufficiently elevated and covered to prevent damage to the item from such water ingress.

45. Smoking

An Owner, Occupier or any person authorised to be on a Lot or on the Common Property, must not smoke any cigarette, cigar or other product on the Common Property.

SP88894

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46. Provision of amenities and services

- (a) The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:
 - (i) window cleaning
 - (ii) garbage disposal and recycling services
 - (iii) electricity, water or gas supply
 - (iv) telecommunication services (for example, cable television).
- (b) If the Owners Corporation makes a resolution referred to in by-law 46(a) to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

47. Compliance with planning and other requirements

- (a) The Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law.
- (b) The Owner or Occupier of a Lot must ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot.

48. Service of documents on Owner of Lot by Owners Corporation

A document may be served on the Owner of a Lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.

49. Building Works

49.1 Consent

An Owner or Occupier must have consent from the Owners Corporation to carry out the Building Works.

49.2 Procedures before carrying out the Building Works

Before carrying out the Building Works, Owners and Occupiers 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 it propose to interfere with or interrupt services; and
- (d) give the Owners Corporation a written notice at least 14 days before starting the Building Works.

49.3 Procedures when carrying out Building Works

Owners and Occupiers carrying out the Building Works, 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 caused to Common Property or the property of another Owner or Occupier.

50. Access rights

For the purpose of section 65(4) of the Act, an Owner or Occupier of a Lot is deemed to have consented to the Owners Corporation entering the Lot, to perform any work described in section 65(1) of the Act, if the Owners Corporation provides seven days written notice to the Owner or Occupier of its intention to so enter the Lot.

51. NBN Co Limited rights

51.1 Background

- (a) NBN Co Limited (NBN Co) has installed equipment associated with the National Broadband Network (NBN), being fibre optic cables and other network equipment (Equipment), within the communication room, pathways, conduit, internal riser space and any pit and pipe located on the Common Property (not already owned by NBN Co) (Pathways).
- (b) NBN Co has installed the Equipment on the basis of its powers under Schedule 3 of the Telecommunications Act 1997 (Cth) (Schedule 3).
- (c) The Pathways are located on the Common Property which is under the control of the Owners Corporation

51.2 Owners Corporation obligations

The Owners Corporation, Owners and Occupiers must, for the benefit of NBN Co:

- (a) not use, alter or interfere with the Pathways in which the Equipment is located;
- (b) not prevent NBN Co or its contractors from using and maintaining the Pathways and installing additional facilities within the Pathways as required by NBN Co;
- (c) allow NBN Co to enter on any part of the Common Property or a Lot to enable NBN Co to repair, maintain, replace or install the Equipment;
- (d) not permit any other person or telecommunications carrier to use, alter or interfere with the Equipment or the Pathways without the consent of NBN Co;
- (e) notify NBN Co where they receive a Schedule 3 notice or access request from another telecommunications carrier in relation to the Pathways.

51.3 Acknowledgement and waiver

The Owners Corporation, Owners and Occupiers:

- (a) acknowledge that NBN Co is the operator of the Pathways for the purposes of the Telecommunications Act 1997 (Cth);

SP88894

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- (b) acknowledge that the Pathways are for use in connection with a telecommunications network, and that they may be accessed by other telecommunications carriers in accordance with Schedule 1 of Telecommunications Act 1997 (Cth); and
- (c) waive their right to receive any notice under clause 17 of Schedule 3 that NBN Co may otherwise be required to serve in relation to any activity to be undertaken on the Development, including if NBN Co needs to access the Pathways in the future for maintenance activities.

51.4 Entering into agreements

- (a) The Owners Corporation has the authority to, and must enter into any agreement with NBN Co or deed poll for the benefit of NBN Co which is on terms substantially similar to the those contained in paragraph 55.2 above.
- (b) The Owners Corporation has the authority to, and must grant a licence to NBN Co over the Pathways for the period of time that NBN Co supplies Equipment to the Owners Corporation or Building. NBN Co may grant a sub-licence or transfer its licence to any other party that supplies Equipment from time to time. The Owners Corporation agrees to sign any document reasonably required to effect such a sub-licence or transfer.

SP88894




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By-Laws


Signing page

Signed by AI Maha
Pty Ltd

 _____	_____
sign	sign
 _____	_____
office (director or secretary)	office (director or secretary)
<i>sole</i>	
 _____	_____
full name	full name

Signed by the Mortgagee

Executed by National Australia Bank
Limited under power of attorney dated *1 March 2007*
registered book *4512*
number *39* in the presence of




Signature of witness

CAROLINE SHEN
ANALYST
NAB Corporate Property NSW

Name of witness (print)

Level 22, 255 George Street, Sydney

Address of witness



Attorney

RACHEL TWEEDY
Associate Director
NAB Corporate Property NSW

Name of attorney

Level 22, 255 George St, Sydney

Address of attorney

REGISTERED		4.5.2016
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