

ATTACHMENT 1

THE GARDENS



**Putney Hill
The Gardens By-Laws**

SP92888

Approved: AGM 29-11-2017

CONTENTS

1.	DEFINITIONS AND INTERPRETATION	3
2.	THE COMMUNITY ASSOCIATION AND THE COMMUNITY MANAGEMENT STATEMENT	8
3.	LAWNS AND PLANTS ON COMMON PROPERTY	8
4.	DAMAGE TO COMMON PROPERTY	8
5.	OWNERS AND OCCUPIERS ARE RESPONSIBLE FOR OTHERS	9
6.	APPEARANCE OF LOT	10
7.	USE OF LOT	10
8.	DRYING OF LAUNDRY ITEMS	10
9.	CARRYING OUT MINOR WORK ON COMMON PROPERTY	11
10.	AIR CONDITIONING SYSTEM	11
11.	MECHANICAL VENTILATION SYSTEM	12
12.	AGREEMENT WITH BUILDING MANAGER	12
13.	SIGNAGE	12
14.	STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES OR MATERIALS	13
15.	MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY	13
16.	FLOOR COVERINGS, WINDOW COVERINGS AND BALCONIES	13
17.	GARBAGE DISPOSAL	14
18.	BARBEQUE EQUIPMENT	14
19.	KEEPING OF ANIMALS	15
20.	CARE OF LANDSCAPED AREAS AND PLANTER BOXES	15
21.	EMERGENCY COMMITTEE	16
22.	HEALTH AND SAFETY	16
23.	CLEANING OF WINDOWS AND DOORS	16
24.	OUTDOOR FURNITURE AND OTHER ITEMS	17
25.	SECURITY KEYS AND ALARMS	17
26.	RESTRICTING ACCESS	17
27.	CAR PARKING SPACES	18
28.	FIRE SAFETY REQUIREMENTS AND STORAGE SPACES	18
29.	EXTERNAL FLOORING	19
30.	SMOKING	19
31.	FIRE ALARMS	19
32.	FIRE DOORS	19
33.	ACCESS FOR INSPECTION OF FIRE SAFETY MEASURES	21
34.	INSURANCE EXCESS	22
	Schedule 1 - Architectural Code	24
	Schedule 2 - Plan	28
	Schedule 3 - Common Property Memorandum (NSW Government Fair Trading)	30
	Schedule 4 - Execution	34

Approved Form 27**By-Laws**

Document setting out the terms of by-laws to be created upon registration of the Strata Plan

1 DEFINITIONS AND INTERPRETATION**1.1 Statutory definitions**

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

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

1.2 Further definitions

In this document, unless the context clearly indicates otherwise:

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

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

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

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

Architectural Code means the Architectural Code which is Schedule 1 to this document;

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

Balcony includes a courtyard or terrace;

Building means the buildings constructed within the Strata Parcel;

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

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

Common Property means the common property in the Strata Scheme as specified in the NSW Government Fair Trading Memorandum, as issued from time to time and included in Schedule 3.

Community Association means Community Association DP 270814;

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

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

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

Community Plan means D270814;

Community Property means lot 1 in the Community Plan;

Community Scheme means the community scheme created on registration of the Community Plan;

Contractor means any individual or company contracted by the Owners Corporation to inspect the strata scheme including any lot to prepare an Annual Fire Safety Statement;

Council means City of Ryde Council;

Demand means a written demand from the Owners Corporation to an Owner or Occupier;

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

Expenses means any cost or expense incurred by the Owners Corporation arising out of or as a result of your breach of this by-law including any repair costs or remedy expenses;

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

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

Fire doors means a fire rated entrance door to a lot including the door frame, hinges, automatic door closer and locks;

Fire safety expenses means any cost or expense incurred by the Owners Corporation arising out of or as a result of a contractor having to re-attend your lot to inspect the fire safety measures in the lot for the purpose of an Annual Fire Safety Statement including charges imposed on the Owners Corporation by the contractor;

Fire safety measures means any fire protection systems and equipment required to be inspected for the purpose of issuing an Annual Fire Safety Statement including but not limited to fire sprinklers, hydrant systems, fire alarms, smoke detectors, fire doors and dampers;

Insurance excess amount means the amount of any insurance excess payable by the Owners Corporation arising out of or in consequence of a claim made on a policy of insurance held by the Owners Corporation at your request arising out of or concerning damage to your lot or its contents;

Interest means interest payable on expenses in accordance with this by-law;

Lot means a lot in the Strata Plan;

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

Occupier means:

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

Owner means:

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

Owners Corporation means the Owners Strata Plan No. 92888;

Recovery costs means any cost or expense incurred by the Owners Corporation in recovering from the Owner or Occupier any insurance excess amount or interest including strata managing agent's costs and legal costs on an indemnity basis;

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

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

- (a) the treatment of Common Property by repairing, painting, staining or polishing, as applicable or otherwise;
- (b) the replacement of any floor covering in Common Property, including carpet and floor tiles which are considered in need of replacement; and
- (c) the replacement of loose furnishings and chattels which are considered in need of replacement;

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

Remedy expenses means any cost or expense incurred by the Owners Corporation remedying or attempting to remedy your breach of this by-law including any cost or expense to maintain, repair or replace a fire door or to restore or enhance the fire rating of or level of fire safety provided by a fire door;

Repair costs means any cost or expense the Owners Corporation incur repairing damage to common property arising out of or as a result of your breach of this by-law;

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

Scheme Cleaner means a cleaner contracted to undertake cleaning activities in a building in the Community Scheme;

Scheme Building Manager means a building manager contracted to undertake building management activities in relation to a building within the Community Scheme;

Security Key in relation to Common Property, means any key, swipe card or other access device required to access the Common Property;

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

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

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

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

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

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

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

1.3 Interpretation

In this document, unless the context clearly indicates otherwise:

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

- (f) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this document;
- (g) a reference to anything (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;
- (h) a reference to a natural person includes their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
- (i) a reference to a company includes its successors and permitted assigns;
- (j) a reference to a document is a reference to a document of any kind, including a plan;
- (k) where this document refers to a body or Authority which no longer exists, unless otherwise prescribed by law, there is to be taken to be substituted a body or Authority having substantially the same objects as the named body or Authority;
- (l) a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes:
 - (i) that Statutory Provision as amended or re-enacted from time to time;
 - (ii) a statute, regulation or provision enacted in replacement of or to supplement that Statutory Provision; and
 - (iii) another regulation or other statutory instrument made or issued under that Statutory Provision;
- (m) a reference to a time is to that time in Sydney;
- (n) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (o) a requirement to do anything in this document includes a requirement to cause that thing to be done;
- (p) where any word or phrase is defined, any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (q) the singular includes the plural and vice-versa;
- (r) words importing one gender include all other genders;
- (s) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law;
- (t) the terms of these by-laws are independent of each another. If a term of this by-law is deemed void or unenforceable, it shall be severed from these by-law, and the by-laws as a whole will not be deemed void or unenforceable; and
- (u) the terms of these by-laws apply to the extent permitted by law.

1.4 Headings and Table of Contents

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

1.5 Notices

Any notice, demand, approval, request or other communication under this document must be in writing and may be issued by post or email.

1.6 Consents by the Owners Corporation

- (a) Consent to an Owner or Occupier by the Owners Corporation may be given on conditions, and those conditions must be complied with by the Owner or Occupier receiving the consent.
- (b) The Owners Corporation may in the exercise of its absolute discretion revoke a consent it has given if such revocation is practicable.

1.7 Applications and complaints

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

2 THE COMMUNITY ASSOCIATION AND THE COMMUNITY MANAGEMENT STATEMENT

- (a) The Community Association is the primary management body for the Community Scheme.
- (b) The Community Association manages the Community Scheme according to the Community Management Statement.
- (c) The Community Association, the Owners Corporation in the Community Scheme and the Owners and the Occupiers of lots in the Community Scheme are required to comply with the Community Management Statement.
- (d) Nothing in these by-laws entitles the Owners Corporation, an Owner or an Occupier not to comply with the Community Management Statement.
- (e) An Owner or Occupier must not do anything that would cause the Owners Corporation not to comply with the Community Management Statement.
- (f) If a by-law or a part of a by-law in this document is inconsistent with the Community Management Statement, the Community Management Statement prevails to the extent of any such inconsistency.
- (g) The Owners Corporation has the power to and must appoint a Representative to attend meetings of the Community Association.

3 LAWNS AND PLANTS ON COMMON PROPERTY

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

4 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, anything that forms part of Common Property except with the prior approval of the Owners Corporation.

- (b) An approval given by the Owners Corporation under **by-law 4(a)** cannot authorise any additions to Common Property.
- (c) This **by-law 4** does not prevent an Owner or person authorised by an Owner from installing:
 - (i) any locking or other safety device (including security screens) for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot;
 - (ii) any screen or other device to prevent entry of animals or insects into the Owner's Lot, provided that any screen installed is consistent and compatible with the framing device of the relevant window;
 - (iii) any structure or device to prevent harm to children; or
 - (iv) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot.
- (d) Any locking or other safety device, screen, structure or device referred to in **by-law 4(c)** must:
 - (i) be approved by the Community Association if its approval is required under the Community Management Statement;
 - (ii) comply with any guidelines and aesthetic standards prescribed by the Community Association or the Owners Corporation from time to time in connection with its appearance and installation, if applicable;
 - (iii) be installed in a competent and proper manner;
 - (iv) in the case of a deadlock, be installed by an authorised locksmith and comply with minimum requirements from time to time of any relevant Authority and be approved by the fire systems certifier appointed by the Owners Corporation; and
 - (v) have an appearance after it has been installed in keeping with the appearance of the rest of the Building.
- (e) Despite section 62 of the Act, the Owner must:
 - (i) maintain and keep in a state of good and serviceable repair any locking or other safety device, screen, structure or device referred to in **by-law 4(c)** that forms part of Common Property and that services that Lot; and
 - (ii) repair any damage caused to any part of Common Property by the installation or removal of any locking or other safety device, screen, structure or device referred to in **by-law 4(c)** that forms part of Common Property and that services that Lot.
- (f) The operation of this by-law 4 is subject to specific rights under any other by-law.
- (g) The operation of this by-law 4 does not prevent the Owner or person authorised by an Owner from undertaking cosmetic work on common property in connection with their lot as prescribed in section 109 of the Act.

5 OWNERS AND OCCUPIERS ARE RESPONSIBLE FOR OTHERS

- (a) An Owner or Occupier must take all reasonable steps to ensure that they or any person on the Strata Parcel with their express or implied consent:
 - (i) complies with the Community Management Statement and these by-laws;
 - (ii) leaves the Strata Parcel if they do not comply as required by by-law 5(a)(i); and

- (iii) 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; and
 - (iv) does not do anything an Owner or Occupier are not themselves entitled to do under the Community Management Statement and these by-laws, including behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier or any other person lawfully on Common Property.
- (b) If an Owner or Occupier leases or licences their Lot, or part of their Lot, the Owner or Occupier must:
- (i) give their tenant or licensee a copy of the Community Management Statement and these by-laws;
 - (ii) take reasonable steps to ensure the tenant or licensee and their visitors comply as required by **by-law 5(a)(i)** or leave the Strata Parcel; and
 - (iii) take all action reasonably available to them, including action under the lease or licence agreement, to ensure the tenant or licensee and their visitors comply with as required by **by-law 5(a)(i)** or leave the Strata Parcel.
- (c) An Owner or Occupier must accompany its invitees whilst in the Building at all times other than when those invitees are entering or leaving the Building.

6 APPEARANCE OF LOT

- (a) An Owner or Occupier must not, except with the prior approval of the Owners Corporation, maintain within the Lot, including its balconies, private gardens or courtyards, private car spaces and other such areas, anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Building. Such items include, but not limited to, cardboard, plastic or metal storage containers, tall cupboards, figurines or statues and large shrubs.
- (b) Any window covering or glass door covering must comply with the Architectural Code.

7 USE OF LOT

- (a) An Owner or Occupier must:
 - (i) not use the Lot for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the good reputation of the Strata Scheme;
 - (ii) ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot;
 - (iii) not use the property for short term tourist or visitor accommodation without providing the appropriate consents, e.g. local council, to the Strata Committee prior to entering any such arrangements.

8 DRYING OF LAUNDRY ITEMS

- (a) An Owner or Occupier must not, except with the prior written approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of a Lot or the Strata Parcel in such a way as to be visible from outside the Buildings, when viewed from ground or street level or from Common Property, unless approved by the Owners Corporation.
- (b) An Owner or Occupier must not hang washing over the balcony railings.

- (c) The washing may only be hung for a reasonable period.
- (d) In this by-law, **washing** includes any clothing, towel, bedding or other article of a similar type.

9 CARRYING OUT MINOR WORK ON COMMON PROPERTY

- (a) With the prior approval of the Owners Corporation, an Owner or an Occupier (with the Owner's prior approval), may do minor renovations or make minor alterations to Common Property in connection with the Owner's Lot (for example, renovating a kitchen, changing recessed light fittings, installing or replacing wood or other hard floors, installing or replacing wiring or cabling or power of access points) which has no material adverse effect on Common Property.
- (b) An Owner or Occupier must not remove or alter any structural wall, except with the prior approval of the Owners Corporation and in compliance with the Act.
- (c) An Owner or Occupier must not affix any lattice or grille to any part of the Owner's Lot that is visible from outside that Lot without the prior approval of the Community Association and the Owners Corporation.
- (d) The operation of this by-law 9 does not prevent the Owner or person authorised by an Owner from undertaking cosmetic work on Common Property in connection with their Lot as prescribed in section 109 of the Act.

10 AIR CONDITIONING SYSTEM

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

- (a) the Owner indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this **by-law 11** and the use of the Air Conditioning System;
- (b) the Owner complies with all requirements of any Authority in connection with the Air Conditioning System;
- (c) the Owner is responsible for the running costs of the Air Conditioning System;
- (d) subject to **by-law 11(f)(i)**, the Owner maintains and keeps the Air Conditioning System (including the fan coil unit which is located within the Lot and the compressor, which is located on the roof) in good and serviceable repair;
- (e) the Owner is responsible to ensure that any component of their Air Conditioning System does not generate noise, vibrations or heat likely to disturb the peaceful enjoyment of other Owners within their Lot or any person on common property;
- (f) the Owner is responsible for the renewal or replacement of the Air Conditioning System, if necessary; and
- (g) the Owners Corporation is to:
 - (i) be responsible for the maintenance of, and keeping in a state of good and serviceable repair all pipes, wires, cables, ducts and related components which are located within the Common Property; and
 - (ii) continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Common Property contiguous to the Air Conditioning System.

11 MECHANICAL VENTILATION SYSTEM

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

- (a) the Owner indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this **by-law 12** and the use of the Mechanical Ventilation System;
- (b) the Owner complies with all requirements of any Authority in connection with the Mechanical Ventilation System;
- (c) the Owner is responsible for the running costs of the Mechanical Ventilation System;
- (d) the Owner maintains and keeps the Mechanical Ventilation System in good and serviceable repair;
- (e) the Owner is responsible to ensure that any component of their Mechanical Ventilation System does not generate noise, vibrations or heat likely to disturb the peaceful enjoyment of other owners or any person on common property;
- (f) the Owner is responsible for the renewal or replacement of the Mechanical Ventilation System, if necessary; and
- (g) the Owners Corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Common Property contiguous to the Mechanical Ventilation System.

12 AGREEMENT WITH BUILDINGMANAGER

- (a) In addition to its powers under the Act, the Owners Corporation has the power under this **by-law 14** to appoint and enter into an agreement (**Building Management Agreement**) with an appropriately qualified person (**Building Manager**) to provide contract management, operational services and do anything else that the Owners Corporation agrees is necessary for the management and operation of the Strata Parcel or the Strata Scheme, at a fee.
- (b) The area identified as "Building Manager's Office" on the plan set out in Schedule 2 to these by-laws is restricted Common Property. The Community Association may licence the exclusive use of the Building Managers Office in accordance with by-law 8 of the Community Management Statement.
- (c) All Scheme Building Managers, Scheme Cleaners and other contractors retained to undertake activities within the Scheme are entitled to access and utilise the Building Manager's Office for administrative purposes associated with their roles as Scheme Building Managers, Scheme Cleaners and/or contractors.
- (d) The Strata Committee shall determine the access and usage rights to all other areas described as restricted Common Property on the plan set out in Schedule 2 to these by-laws.

13 SIGNAGE

An Owner or Occupier must not erect, display, affix or exhibit in the Strata Parcel any Advertising visible from any Lot or the Common Property or from outside the Strata Parcel, except with the prior approval of both the Owners Corporation and Community Association.

14 STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES OR MATERIALS

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

15 MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

- (a) An Owner or Occupier must not damage the Common Property if it transports any furniture, large object or procures deliveries to or from the Lot through or on Common Property.
- (b) An Owner or Occupier is liable for any damage to the common property resulting from the transportation or delivery of any furniture, large object to or from the Lot through or on Common Property.
- (c) An Owner or Occupier must provide 48 hours' notice to the Building Manager prior to transporting or receiving deliveries of any furniture or large objects to or from a Lot.
- (d) Prior to transporting any furniture or large objects to or from a Lot, an Owner or Occupier must ensure that the Building Manager erects a lift-blanket in one of the lifts. The Owner or Occupier must not transport or accept delivery of any furniture or large objects via any lift unless a lift blanket has been erected.
- (e) The Owners Corporation may resolve that furniture, large objects or deliveries to and from the Lot are to be transported through or on the Common Property (whether in the Building or not) in a specified manner.
- (f) If the Owners Corporation has specified, by resolution, the manner in which furniture, large objects or deliveries to and from the Lot are to be transported, then an Owner or Occupier must not transport any furniture, large object or deliveries to and from the Lot through or on Common Property except in accordance with that resolution.
- (g) An Owner or Occupier may only take delivery of furniture (or any other large items) between:
 - (i) 7.00 am and 7.00 pm Mondays to Fridays; and
 - (ii) 9.00 am and 5.00 pm on Saturdays and Sundays.

16 FLOOR COVERINGS, WINDOW COVERINGS AND BALCONIES

- (a) An Owner must ensure that all floor space within the Lot meets the requirements of the Architectural Code and is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.
- (b) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.
- (c) An Owner must not make changes to the type of flooring within a Lot unless the Owner has first obtained the consent of the Owners Corporation to the type of flooring which is proposed.
- (d) An Owner must not enclose the balcony of a Lot.
- (e) An Owner must not install a window covering nor shall window tinting be installed unless the Owner has first obtained the consent of the Owners Corporation to the type of covering or tinting proposed. Any such window covering or window tinting must comply with the requirements of all relevant Authorities.

17 GARBAGE DISPOSAL

- (a) An Owner or Occupier:
 - (i) must, subject to **by-law 17(e)**:
 - (A) place their garbage or waste in any shared bins designated by the Owners Corporation for that purpose; and
 - (B) place recyclable material in the Recycling Bins.
 - (ii) must maintain any garbage bins contained within a Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, in a clean and dry condition and adequately covered; and
 - (iii) must ensure that before refuse, recyclable material or waste is placed in a Recycling Bin 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.
- (b) An Owner or Occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.
- (c) An Owner or Occupier must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal including, but not limited to, disposable nappies, soft wipes, etc.
- (d) **By-law 17(a)** does not require an Owner or Occupier to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant Law applying to the disposal of such waste.
- (e) An Owner or Occupier 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.
- (f) An Owner or Occupier must not deposit or leave garbage, recyclable material or waste on Common Property or within any Car Space or Storage Space forming part of a Lot.
- (g) An Owner or Occupier must:
 - (i) comply with all reasonable directions given by the Owners Corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (ii) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (h) The Owners Corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to Owners or Occupiers.
- (i) In this by-law: **bin** includes any receptacle for waste; and **waste** includes garbage and recyclable material.

18 BARBEQUE EQUIPMENT

- (a) An Owner or Occupier must not store or operate portable barbeque equipment on the balcony of the Lot unless the barbeque equipment:
 - (i) will not or is not likely to cause damage or danger to persons or property;

- (ii) is maintained in a clean and tidy condition at all times;
- (iii) is only used between the hours of 9.00 am and 10.00 pm unless otherwise approved by the Owners Corporation;
- (iv) is operated in a manner which does not disturb the peaceful enjoyment of other Owners or any person on common property, including the generation of smoke or other fumes; and
- (v) is used only in accordance with these by-laws.

19 KEEPING OF ANIMALS

- (a) An Owner or Occupier shall be entitled to keep one domestic pet on a Lot provided that the domestic pet:
 - (i) does not disturb Owners and Occupiers of other Lots;
 - (ii) does not endanger the health and safety of Occupiers of other Lots;
 - (iii) is not unreasonably noisy; and
 - (iv) is not an animal which may not be kept as a domestic pet pursuant to any law.
- (b) In keeping a domestic pet on a Lot in accordance with **by-law 21(a)**, an Owner or Occupier must:
 - (i) comply with the requirements of all laws and all relevant Authorities and the Owners Corporation;
 - (ii) ensure that the domestic pet is supervised and restrained when on Common Property and Community Property; and
 - (iii) ensure that any domestic pet droppings are removed from the Common Property and Community Property
- (c) An Owner or Occupier shall not keep any domestic pets on Common Property or Community Property.
- (d) The Owners Corporation may order a person to remove a domestic pet from a Lot if the Owners Corporation determines that in keeping the domestic pet, the Owner or Occupier has not met or has breached the conditions set out in **by-law 21(a)**.

20 CARE OF LANDSCAPED AREAS AND PLANTER BOXES

- (a) An Owner or Occupier whose Lot includes a landscaped area or planter boxes on the boundary of the Lot or a Balcony adjoining or within the Lot must ensure that:
 - (i) so far as is practicable any grass and plants in the landscaped area or a planter box are maintained in a healthy and vigorous condition;
 - (ii) any grass or plant which is damaged, diseased or dies is promptly replaced, where practicable, with grass or a plant of the same species and similar size or with another plant as agreed with the Owners Corporation;
 - (iii) the planter box is properly maintained and kept in a state of good repair in accordance with the directions given by the Owners Corporation from time to time;
 - (iv) the protective membrane located beneath the planter box is not interfered with or damaged;

- (v) in watering plants on any Balcony adjoining the Lot, an Owner or Occupier must be careful not to detrimentally affect Common Property or any other Lot and shall not have a mechanical watering system installed on a Lot; and
 - (vi) the planter box is of a type approved by the Community Association and the Owners Corporation.
- (b) If an Owner or Occupier fails to comply with this by-law 22 the Owners Corporation may give notice requiring compliance.
- (c) If an Owner or Occupier fails to comply with a notice given under this by-law 22, the Owners Corporation or the Building Manager, if one has been appointed, may at the expense of the Owner or Occupier, carry out works reasonably necessary to ensure compliance with this by-law 22.
- (d) Any expense incurred by the Owners Corporation or the Building Manager under this by-law 22 is recoverable as a debt against the Owner or Occupier in a court or tribunal of competent jurisdiction.

21 EMERGENCY COMMITTEE

- (a) The strata committee of the Owners Corporation has the power to establish an emergency management committee for the Building (**Emergency Committee**), if deemed necessary.
- (b) If established, the Emergency Committee must:
- (i) nominate so many of the Owners or Occupiers that they determine, acting reasonably, are adequate to be trained as fire wardens for the Building (**Wardens**); and
 - (ii) ensure that the Wardens are trained in accordance with the requirements of the relevant Authority in:
 - (A) assisting with the orderly and effective evacuation of the Building during an emergency; and
 - (B) the correct and effective use of the portable fire extinguishers located around the Building under real fire conditions.

22 HEALTH AND SAFETY

- (a) An Owner or Occupier must:
- (i) not create any hazard that places at risk Owners, Occupiers or any person on the Strata Parcel, Common Property or Community Property;-
 - (ii) report any actual or potential hazard they identify to the Building Manager; and
 - (iii) take appropriate action, within their skill and authority, to mitigate any hazard they have identified.

23 CLEANING OF WINDOWS AND DOORS

- (a) An Owner or Occupier must keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:
- (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (ii) that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.

24 OUTDOOR FURNITURE AND OTHER ITEMS

- (a) An Owner or Occupier must not place or maintain outdoor furniture, garden or planter boxes, pot plants, recreational equipment or barbecues on the Balcony or Courtyard of a Lot unless:
 - (i) is in compliance with By-law 6;
 - (ii) it is of a type approved by the Owners Corporation;
 - (iii) the item will not cause damage to a Lot or Common Property; and
 - (iv) the item is not dangerous,and then only in such a location that any item will not fall or be capable of falling or being blown by the wind off the Balcony, or otherwise cause a hazard to people or property.
- (b) The Owners Corporation may require an Owner or Occupier, at the Owner's cost, to remove items from a Balcony that are not Common Property and replace them so that the Owners Corporation may inspect, repair or replace Common Property.

25 SECURITY KEYS AND ALARMS

- (a) An Owner will be issued with two sets of Security Keys.
- (b) If an Owner requires an additional set of Security Keys for the purpose of passing over Common Property and car parking driveways as necessary to access their Lot, then the Owners Corporation shall make an additional set available to the Owner at the cost of the Owner.
- (c) The Owners Corporation may charge a fee or request a bond for the provision of more than two sets of Security Keys.
- (d) The Owner must ensure that Security Keys are kept safe at all times and must not procure copies of any Security Keys to be made.
- (e) The Owner must notify the Building Manager immediately when a security key is lost or destroyed.
- (f) An Owner or Occupier must not install a security alarm on their Lot except with the prior approval of the Owners Corporation.
- (g) The Owners Corporation must not unreasonably withhold consent to an application by an Owner or Occupier to install a security alarm on their Lot if:
 - a. the alarm has "back to base" facilities;
 - b. the alarm is silent;
 - c. the alarm does not have flashing lights; and
 - d. no component of the alarm is installed on Common Property.

26 RESTRICTING ACCESS

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

27 CAR PARKING SPACES

- (a) If a Lot includes a space for car parking, such space (**Car Parking Space**) must only be used for the parking of registered and operational motor vehicles and motor cycles and must not be used for any other purpose, including:
 - (i) as a storage area;
 - (ii) for the washing of vehicles or equipment;
 - (iii) for the carrying out of mechanical or other repairs; or
 - (iv) to park boats, caravans or trailers.
- (b) An Owner or Occupier must not, except with the prior approval of the Owners Corporation, install or erect any storage facility, whether fixed or moveable, within a Car Parking Space.
- (c) A Car Parking Space must not, except with the prior approval of the Owners Corporation, be enclosed.
- (d) The Owners Corporation is not responsible for:
 - (i) anything stolen from a Car Parking Space; or
 - (ii) damage to a motor vehicle, a motor cycle or anything else in a Car Parking Space, including, damage to a motor vehicle or a motor cycle entering or leaving the Car Parking Space.
- (e) An Owner or Occupier must not stand or park any motor vehicle, other vehicle (such as a trailer or other motorised conveyance) or any other object on Common Property (including any visitor parking space, disability parking space or other car parking area), other than a Car Parking Space.
- (f) An Owner or Occupier must take all reasonable steps to ensure that any person on the Strata Parcel with their express or implied consent:
 - (i) may stand or park any motor vehicle in any visitor parking space that comprises Common Property, but for no longer than one continuous 72 hour period; and
 - (ii) must not stand or park any motor vehicle or other object (such as a trailer) in any other Common Property or Car Parking Space, other than their Lot Car Parking Space.
- (g) An Owner or Occupier must not at any time be allocated, sold or leased any visitor parking space. Visitor parking spaces must be retained by the Owners Corporation as part of the Common Property for use in accordance with this **by-law 30**.

28 FIRE SAFETY REQUIREMENTS AND STORAGE SPACES

- (a) In order to comply with the relevant Australian Standard at the date of registration of the Strata Plan, an Owner or Occupier whose Lot comprises a space for the storage of items (**Storage Space**) must not store items within 500 mm of any fire sprinkler heads within the Storage Space.
- (b) An Owner or Occupier, once notified by the Owners Corporation, must comply with any changes to the relevant Australian Standard referred to in by-law 31(a).
- (c) An Owner or Occupier stores items in the Storage Space at their own risk and releases the Owners Corporation against any loss suffered by an Owner or Occupier due to damage caused to items stored in a Storage Space due to water passing through the Storage Space or for any other reason.

- (d) An Owner or Occupier must:
 - (i) keep the Storage Space free from dirt and vermin; and
 - (ii) not store items that disturb the peaceful enjoyment of other Owners or any person on common property, e.g. items that omit offensive odours.

29 EXTERNAL FLOORING

- (a) An Owner is responsible, at its expense, for the proper maintenance of and keeping in a state of good and serviceable repair any External Flooring within its Lot (**Affected Lot**).
- (b) An Owner must not, except with the prior approval of the Owners Corporation, remove or replace External Flooring or otherwise interfere with, or damage, the protective membrane located beneath External Flooring.
- (c) An Owner shall ensure that all work is carried out in accordance all relevant codes, including where appropriate, the Building Code of Australia.
- (d) An Owner of an Affected Lot must indemnify the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out the Owner's failure to comply with this **by-law 32**.

30 SMOKING

- (a) An Owner or Occupier must not smoke cigarettes or cigars on Common Property and shall ensure that cigarette or cigar smoke does not pass from the Owner's Lot or the Occupier's Lot to another Lot.
- (b) An Owner or Occupier must take all reasonable steps to ensure that any person on the Strata Parcel with their express or implied consent complies with this by-law.

31 FIRE ALARMS

An Owner or Occupier shall reimburse the Owners Corporation for any amount charged to the Owners Corporation by Fire and Rescue NSW (or other similar or replacement body) as a result of Fire and Rescue NSW attending a Lot or the Common Property in response to a fire alarm which is activated by the actions an Owner or Occupier and determined by Fire and Rescue NSW to be a 'false alarm'.

32 FIRE DOORS

This by-law prohibits the Owner or Occupier making certain changes to your fire door and gives the Owners Corporation the right to recover expenses, interest and recovery costs from the Owner or Occupier if they breach the by-law.

32.1 General

- (a) The Owner or Occupier must not alter or add to your fire door in any way that may:
 - (i) affect the operation of the fire door;
 - (ii) reduce the fire rating of the fire door; or
 - (iii) reduce the level of fire safety provided by the fire door; or
 - (iv) reduce the level of fire safety of your lot or the common property.

- (b) Without limiting clause 4.1, the Owner or Occupier must not:
 - (i) alter or remove an automatic door closer for your fire door;
 - (ii) install a peephole in your fire door; or
 - (iii) install a lock in your fire door.

32.2 Obligation

- (a) The Owner must take all reasonable steps to ensure that any occupier of their lot complies with this by-law.
- (b) The Owner or Occupier must take all reasonable steps to ensure that their invitees comply with this by-law as if they were the Owner or Occupier and were bound by this by-law.

32.3 Payment of Expenses

If the Owner or Occupier breaches this by-law, they are liable to pay or reimburse the Owners Corporation for any expenses on demand.

32.4 Interest on Expenses

If any expenses are not paid by the Owner or Occupier at the end of one month after they become due and payable, the expenses bear until paid simple interest at the same annual rate as applies to interest on overdue contributions levied by the Owners Corporation (currently an annual rate of 10 per cent).

32.5 Payment of Recovery Costs

The Owner or Occupier are liable to pay or reimburse the Owners Corporation for any recovery costs.

32.6 Recovery of Expenses, Interest, etc.

The Owners Corporation may recover from the Owner or Occupier as a debt any:

- (a) expenses;
- (b) interest; and
- (c) recovery costs;

for which the Owner or Occupier are liable.

32.7 Mode of Recovery of Expenses, Interest, Etc

For an Owner, the Owners Corporation may include reference to any expenses, interest or recovery costs for which the Owner is liable on:

- (a) the Owner's account with the Owners Corporation;
- (b) levy notices served on the Owner; and
- (c) certificates issued under section 184 of the Strata Act in respect of the Owner's lot;

for the purpose of recovering from the Owner as a debt any of those amounts.

32.8 Appropriation of Payments

The Owners Corporation may appropriate any payments the Owner or Occupier make to the Owners Corporation towards expenses, interest and recovery costs in any manner the Owners Corporation deem fit.

32.9 Sale of Lot

If a person becomes an Owner of a lot at a time when, under this by-law, a former Owner is liable to pay any expenses, interest or recovery costs to us, the person who becomes Owner is jointly and severally liable with the former Owner to pay those amounts to us.

33 ACCESS FOR INSPECTION OF FIRE SAFETY MEASURES

This by-law requires the Owner or Occupier to give the Owners Corporation access to your lot for fire safety inspections and gives the Owners Corporation the right to recover expenses, interest and recovery costs from the Owner or Occupier if they breach the by-law.

33.1 General

The Owner or Occupier must give the Owners Corporation and any contractor access to your lot where required by the Owners Corporation for the purposes of inspecting fire safety measures in the lot or preparing an Annual fire Safety Statement.

33.2 Obligations

- (a) An Owner must take all reasonable steps to ensure that any occupier of their lot complies with this by-law.
- (b) The Owner or Occupier take all reasonable steps to ensure that their invitees comply with this by-law as if they were the Owner or Occupier and were bound by this by-law.

33.3 Payment of Expenses

If the Owner or Occupier breaches this by-law, they are liable to pay or reimburse the Owners Corporation for any expenses on demand.

33.4 Interest on Expenses

If any expenses are not paid by the Owner or Occupier at the end of one month after they become due and payable, the expenses bear until paid simple interest at the same annual rate as applies to interest on overdue contributions levied by the Owners Corporation (currently an annual rate of 10 per cent).

33.5 Payment of Recovery Costs

The Owner or Occupier are liable to pay or reimburse the Owners Corporation for any recovery costs.

33.6 Recovery of Expenses, Interest, Etc

The Owners Corporation may recover from the Owner or Occupier as a debt any:

- (d) expenses;
- (e) interest; and
- (f) recovery costs;

for which the Owner or Occupier are liable.

33.7 Mode of Recovery of Expenses, Interest, Etc

For an Owner, the Owners Corporation may include reference to any expenses, interest or recovery costs for which the Owner is liable on:

- (a) the Owner's account with the Owners Corporation;
- (b) levy notices served on the Owner; and
- (c) certificates issued under section 184 of the Strata Act in respect of the Owner's lot;

for the purpose of recovering from the Owner as a debt any of those amounts.

33.8 Appropriation of Payments

The Owners Corporation may appropriate any payments the Owner or Occupier make to the Owners Corporation towards expenses, interest and recovery costs in any manner the Owners Corporation deem fit.

33.9 Sale of Lot

If a person becomes an Owner of a lot at a time when, under this by-law, a former Owner is liable to pay any expenses, interest or recovery costs to us, the person who becomes Owner is jointly and severally liable with the former Owner to pay those amounts to us.

34 INSURANCE EXCESS

This by-law gives the Owners Corporation the right to recover from the Owner or Occupier any insurance excess payable by the Owners Corporation and other amounts in certain circumstances.

34.1 Recovery of Insurance Excess

The Owners Corporation may recover from the Owner or Occupier, and they are liable to pay or reimburse the Owners Corporation, on demand, any insurance excess amount.

34.2 Interest on Insurance Excess

If any insurance excess amount is not paid by the Owner or Occupier at the end of one month after it becomes due and payable, the insurance excess amount bears until paid simple interest at the same annual rate as applies to interest on overdue contributions levied by the Owners Corporation (currently an annual rate of 10 per cent).

34.3 Payment of Recovery Costs

The Owner or Occupier are liable to pay or reimburse the Owners Corporation for any recovery costs.

34.4 Recovery of Expenses, Interest, Etc

We may recover from the Owner or Occupier as a debt any:

- (a) insurance excess amount;
- (b) interest; and
- (c) recovery costs;

for which the Owner or Occupier are liable.

34.5 Mode of Recovery of Expenses, Interest, Etc.

For an Owner, the Owners Corporation may include reference to any insurance excess amount, interest or recovery costs for which the Owner is liable on:

- (a) the Owner's account with the Owners Corporation;
- (b) levy notices served on the Owner; and
- (c) certificates issued under section 184 of the Strata Act in respect of the Owner's lot;

for the purpose of recovering from the Owner as a debt any of those amounts.

34.6 Appropriation of Payments

The Owners Corporation may appropriate any payments the Owner or Occupier make to the Owners Corporation towards any insurance excess amount, interest and recovery costs in any manner the Owners Corporation deem fit.

34.7 Sale of Lot

If a person becomes an Owner of a lot at a time when, under this by-law, a former Owner is liable to pay any expenses, interest or recovery costs to us, the person who becomes Owner is jointly and severally liable with the former Owner to pay those amounts to us.

Schedule 1 - Architectural Code

1 General

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

2 Facade

(a) Cleaning and Maintenance

(i) The Owners Corporation is responsible for:

- (1) cleaning all inaccessible parts of the facade; and
- (2) maintaining and repairing the entire facade in accordance with the manufacturers' recommendations and maintenance schedule as noted within the maintenance and operations manual.

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

(b) Prohibited:

- (i) Screening or enclosure of Balconies and loggias by any means other than the External Screening Devices, balustrades, pergolas and the like (as originally designed and constructed). Owners are permitted to install additional building external screening devices as long as they are the same specification and colour as the External Screening Device (as originally designed and constructed) (subject to Owners Corporation approval).
- (ii) Installation of additional materials to External Screening Devices, balustrades and pergolas (as originally designed and constructed) including but not limited to shade cloth, fabric, plastic, film and the like.
- (iii) Removal or modification of the External Screening Devices, balustrades, pergolas and the like (as originally designed and constructed).
- (iv) Alteration of the external surfaces of the Building including but not limited to painting, erecting lattice, screens, fabric, cladding or the like.
- (v) Alteration of the external glazing system including alteration to glass type or performance, installation of tinted or frosted film to glass, drilling, fixing to, cutting or painting the aluminium framing or alterations affecting the weather resistant flashings and seals.

3 Window treatments

(a) General Requirements

- (i) This Architectural Code does not require installation of window treatments, however, in the event that window treatments are installed they must comply with this Architectural Code.
- (ii) In this clause, any reference to a 'window' includes any fixed glass, awning window, sliding or bi-fold door not concealed from view from outside the Building by a fixed external shading device.

Schedule 1 (continued)

(b) Permissible Window Treatments

(i) Roller Blinds and/or Curtains

(1) Roller blinds, plantation shutters and curtains shall comply with the following requirements:

- (A) Density may be 'sheer', 'translucent' or 'blackout'.
- (B) Colours must be light, neutral colours, ranging from white to pale grey or cream. Colours beyond this range are not acceptable.
- (C) Roller blinds, plantation shutters and curtains must not present any visible patterns to the exterior of the building.
- (D) In any one apartment all roller blinds, plantation shutters and curtains installed on windows located in the same external wall of the Building must be of the same density and colour. Where an apartment has windows in more than one external wall of the building (ie a corner apartment), the Owner may select an alternative density from the above range for those windows.

(2) Installation and Manufacture of Roller Blinds and Curtains:

- (A) The gap between any two installed roller blinds, plantation shutters or curtains must align with the location of vertical mullions in the window, except where this is not possible due to the nature of the construction of the building.
- (B) Subject to (D) below, roller blinds, plantation shutters and curtains must be fixed at the top of any window and have a drop sufficient to cover the full extent of the glass.
- (C) Subject to (D) below, sufficient roller blinds, plantation shutters or curtains must be installed to cover the whole of any window. Partial installation-to only one part of a window is not permitted.
- (D) In windows which have a transom up to 1.2m above the floor, blinds, plantation shutters and curtains may be installed to the underside of the transom and cover only the lower portion of the window.
- (E) In order to enhance privacy the Owner may install two layers of roller blinds or curtains each consisting of a different density as described above. However, if this is done then the installation of both layers must comply with these requirements.

(c) Prohibited Internal Window Treatments:

- (i) Any window treatment that is not a roller blind, plantation shutter or curtain, including but not limited to vertical blinds, louvres, shutters and venetian blinds.
- (ii) Any temporary or improvised window covering including but not limited to sheets, paper, plastic and the like.

(d) Glass Balustrades

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

4 Terraces, courtyards, balconies and loggias

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

- (i) of a high quality and finish and consistent with the high quality appearance of_ the Building; and
- (ii) adequately weighted or fixed to avoid being blown off.

Schedule 1 (continued)

- (b) Balconies and loggias shall be maintained in a neat and orderly state at all times.
- (c) The Owner is responsible for:
 - (i) Cleaning, maintenance, repair and replacement of timber decking and paving;
 - (ii) Cleaning the external floor waste located either beneath the timber decking or beneath pebbles in courtyards to ensure it is not blocked and allows the Balcony or loggia to drain freely; and
 - (iii) Cleaning, maintenance, repair and replacement of any water feature and associated plant and equipment within their Lot.
- (d) Prohibited:
 - (i) Storage of any items other than appropriate household items, homewares, furniture, BBQs, planters and the like.
 - (ii) Placement of heavy objects other than in accordance with this Architectural Code.
 - (iii) Placement of plant or equipment.
 - (iv) Hanging clothes, washing or the like that is visible from outside the Building.
- (e) Landscaping to Balconies and Loggias
 - (i) Landscaping and planting shall be maintained in a neat and healthy state at all times.
 - (ii) Landscaping and planting shall not overhang the Balcony or loggia.
 - (iii) Watering of landscaping shall not cause water to enter or cause damage to another Lot or Common Property.
- (f) Landscape Planters to Courtyards
 - (i) The Owner is responsible for:
 - (1) Maintaining the original planting in a healthy state and weeding, pruning and cleaning as required to keep the landscaping in a presentable condition consistent with the appearance of the Common Property landscaping.
 - (2) Replacing plants in poor health with plants of similar species and size.
 - (ii) Prohibited
 - Removal of any existing plant with the exception of removal for the purpose of replacement of an existing plant in poor health:
- (g) Fencing
 - (i) Prohibited
 - Installation of additional materials to fences including but not limited to shade cloth, fabric, plastic, film and the like.

Schedule 1 (continued)

5 Lighting

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

6 Modifications affecting acoustic performance requirements

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

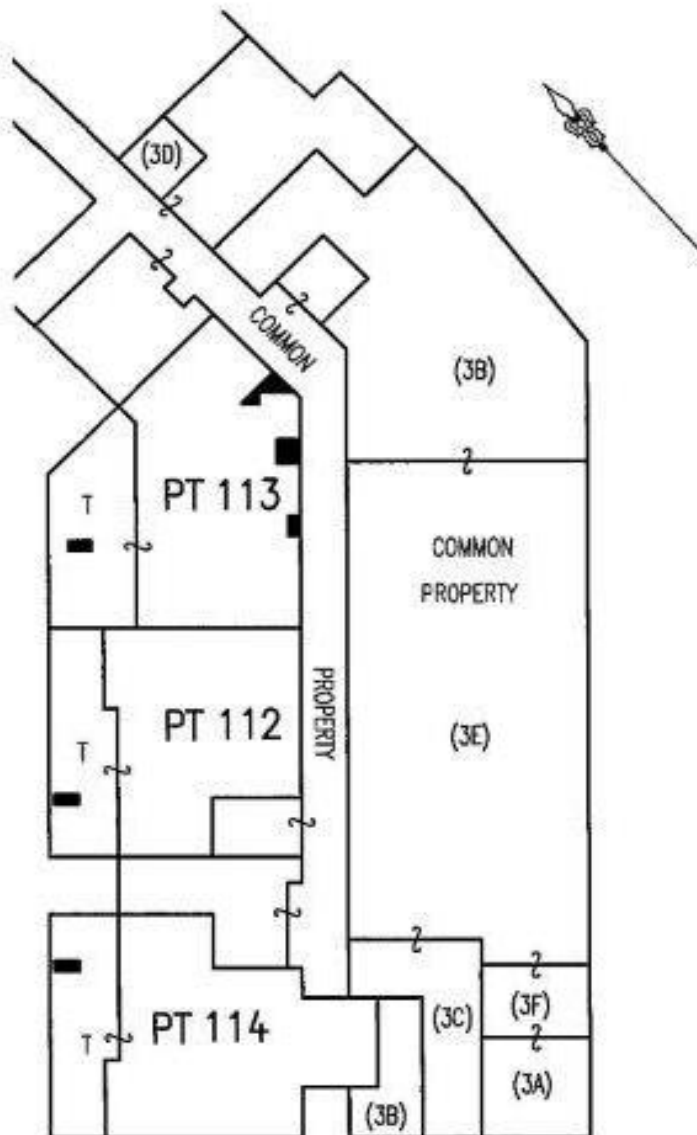
7 Basement storage cages

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

8 Basement car spaces

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

Schedule 2 - Plan



T - DENOTES TERRACE

- (3A) - PROPOSED RESTRICTED COMMON PROPERTY COMPRISING THE BUILDING MANAGERS OFFICE
- (3B) - PROPOSED RESTRICTED COMMON PROPERTY COMPRISING STORAGE AREAS
- (3C) - PROPOSED RESTRICTED COMMON PROPERTY COMPRISING LOBBY
- (3D) - PROPOSED RESTRICTED COMMON PROPERTY COMPRISING STAFF TOILET
- (3E) - PROPOSED RESTRICTED COMMON PROPERTY COMPRISING MULTI FUNCTION SPACE
- (3F) - PROPOSED RESTRICTED COMMON PROPERTY COMPRISING KITCHEN

DATE	BY	REVISION	ISSUE
BYLAW SKETCH PLAN SHOWING EXTENT OF RESTRICTED COMMON PROPERTY WITHIN GROUND LEVEL OF 'THE GARDENS'			



Suite 301, Level 3, 55 Holt Street
Surry Hills NSW 2012
PO Box 1807
Strawberry Hills NSW 2012
t: (02) 9212 4655
f: (02) 9212 5254
email: linker@linkersurveying.com.au
web site: www.dennylinker.com.au

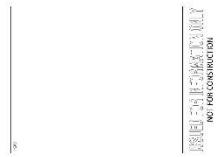


Liability limited by a scheme
approved under Professional
Standards Legislation

DATE: 14.04.16
DRAWN: TM/PH
RATIO: 1:300
REF.: 110316
ISSUE: 1

X:\11JOBS\110316 PUTNEY\STRATA\BUILDING 2A\BYLAW SKETCH PLAN\110316 BYLAW SKETCH.DWG

Schedule 2 (continued)



Schedule 3 – Common property memorandum (NSW Government Fair Trading)

Owners Corporation responsibilities for maintenance, repair or replacement

1. Balcony / Courtyards	<ul style="list-style-type: none"> (a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) balcony ceilings (including painting) (d) security doors, other than those installed by an owner after registration of the strata plan (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (f) common wall fencing, shown as a thick line on the strata plan (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (h) awnings within common property outside the cubic space of a balcony or courtyard (i) walls of planter boxes shown by a thick line on the strata plan (j) that part of a tree which exists within common property
2. Ceiling / Roof	<ul style="list-style-type: none"> (a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility) (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility) (c) guttering (d) membranes
3. Electrical	<ul style="list-style-type: none"> (a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot (g) power point sockets serving more than one lot (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under Environmental Planning and Assessment Act 1979) (i) telephone, television, internet and cable wiring within common property walls (j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property (k) lifts and lift operating systems
4. Entrance door	<ul style="list-style-type: none"> (a) original door lock or its subsequent replacement (b) entrance door to a lot including all door furniture and automatic closer (c) security doors, other than those installed by an owner after registration of the strata plan

Schedule 3 (continued)

Owners Corporation responsibilities for maintenance, repair or replacement

5. Floor	<ul style="list-style-type: none"> (a) original floorboards or parquetry flooring affixed to common property floors (b) mezzanines and stairs within lots, if shown as a separate level in the strata plan (c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan (d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan
6. General	<ul style="list-style-type: none"> (a) common property walls (b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) any door in a common property wall (including all original door furniture) (d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility) (e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan (f) ducting cover or structure covering a service that serves more than one lot or the common property (g) ducting for the purposes of carrying pipes servicing more than one lot (h) exhaust fans outside the lot (i) hot water service located outside of the boundary of any lot or where that service serves more than one lot (j) letter boxes within common property (k) swimming pool and associated equipment (l) gym equipment
7. Parking / Garage	<ul style="list-style-type: none"> (a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan (b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot (c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot (d) mesh between parking spaces, if shown by a thick line on the strata plan
8. Plumbing	<ul style="list-style-type: none"> (a) floor drain or sewer in common property (b) pipes within common property wall, floor or ceiling (c) min stopcock to unit
9. Windows	<ul style="list-style-type: none"> (a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation

Schedule 3 (continued)

Lot owner responsibilities for maintenance, repair or replacement

1. Balcony / Courtyards	<ul style="list-style-type: none"> (a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot
2. Ceiling / Roof	<ul style="list-style-type: none"> (a) false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	<ul style="list-style-type: none"> (a) false ceilings inside the lot installed by an owner after the registration of the strata plan
4. Entrance door	<ul style="list-style-type: none"> (a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes
5. Floor	<ul style="list-style-type: none"> (a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquet flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
6. General	<ul style="list-style-type: none"> (a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher (e) stove (f) washing machine and clothes dryer (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) (h) internal doors (including door furniture) (i) skirting boards and architraves on non-common property walls (j) tiles and associated waterproofing affixed to non-common property walls (k) letterbox within a lot (l) pavers installed within the lot's boundaries (m) ducting cover or structure covering a service that serves a single lot
7. Parking / Garage	<ul style="list-style-type: none"> (a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary (c) light fittings inside the lot where the light is used exclusively for the lot (d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the Dividing Fences Act 1991 applies)

Schedule 3 (continued)**Lot owner responsibilities for maintenance, repair or replacement**

8. Plumbing	<ul style="list-style-type: none">(a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall(b) pipes and 'S' bend beneath sink, laundry tub or hand basin(c) sink, laundry tub and hand basin(d) toilet bowl and cistern(e) bath(f) shower screen(g) bathroom cabinet and mirror(h) taps and any associated hardware
9. Windows	<ul style="list-style-type: none">(a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier)(b) locks additional to the original (or any lock replaced by an owner)(c) window lock keys

Schedule 4 – Execution