


Approved Form 7	Strata Plan By-laws	Sheet 1 of 45 sheet(s)
Registered:	Office Use Only	Office Use Only
 22.11.2018		SP98060

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

**KING & WOOD  
MALLESONS**

**By-Laws for Building B at Ryde  
Garden**

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## By-Laws for Building B at Ryde Garden

### 1 About the by-laws

#### 1.1 Purpose of the by-laws

These by-laws regulate the day-to-day management and operation of Building B. They are an essential document for the Owners Corporation and everyone who owns or occupies an Apartment.


These by-laws are divided into the following parts:

- (a) Part 1 – General By-Laws;
- (b) Part 2 – Common Property Rights By-Laws; and
- (c) Part 3 – Other matters.

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

You and the Owners Corporation must comply with the by-laws.



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## PART 1 – GENERAL BY-LAWS

### 2 Management Statement

#### 2.1 Community Scheme

Ryde Gardens is a Community Scheme. Building B is a strata subdivision of a stratum lot within the Community Scheme.

#### 2.2 Purpose

The Management Statement regulates the management and operational issues affecting Building B and the various components of Ryde Garden (including those matters contained in a community management statement and strata management statement). It contains requirements (in addition to these by-laws) with which you and the Owners Corporation must comply including:

- (a) requirements relating to Community Property;
- (b) requirements for the use and operation of Shared Facilities including parts of the Common Property foyer, accessways in the carpark for Building B and garbage rooms; and
- (c) the apportionment of costs for Shared Facilities; and
- (d) architectural standards and controls, which are generally contained in the Architectural Code in the Management Statement; and
- (e) insurance requirements for you and the Owners Corporation.

#### 2.3 Who must comply with the Management Statement?

- (a) You and the Owners Corporation must comply with the Management Statement.
- (b) The Owners Corporation is a member of the Community Association.

#### 2.4 Copies of the Management Statement

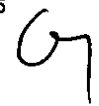
Contact the Strata Manager if you would like a copy of the Management Statement (at your cost).

#### 2.5 Building Management Committee


The Building Management Committee is established under the Management Statement to administer the Shared Facilities. The Owners Corporation is a member of the Building Management Committee.

#### 2.6 Appointing a Representative and Substitute Representative

The Strata Committee may:





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- (a) appoint a Representative and Substitute Representative for the Owners Corporation from one or more of the members of the Strata Committee; and
- (b) terminate the appointment of a Representative or Substitute Representative at any time.

**2.7 Consents under the Management Statement**

Nothing in the by-laws gives you or the Owners Corporation consent to do anything which is prohibited or regulated by the Management Statement. A consent under the by-laws does not relieve you or the Owners Corporation from obligations to obtain consents under the Management Statement.

**2.8 Inconsistencies between the by-laws and the Management Statement**

If there is an inconsistency between a by-law and the Management Statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with the Management Statement.

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**3 Your behaviour and responsibility for others**

**3.1 What are your general obligations?**


You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of an Apartment or Common Property by another Owner or Occupier; or
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or
- (c) smoke cigarettes, cigars or pipes while you are on Common Property or allow smoke from them to enter Common Property or another Lot; or
- (d) obstruct the legal use of Common Property by any person; or
- (e) do anything in Building B which is illegal; or
- (f) do anything which might damage the good reputation of the Owners Corporation or Building B; or
- (g) make changes to the Common Property otherwise than in accordance with the Architectural Code and these by-laws.

**3.2 No parking on Common Property**

Subject to the Management Statement and your rights under an Easement, you must not park or stand a vehicle on Common Property.

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### 3.3 Visitor parking spaces

You must:

- (a) comply with any Rules made by the Owners Corporation or the Community Association about using the visitor car parking spaces;
- (b) not park or stand any vehicle in a visitor parking space; and
- (c) not permit any other person to park or stand a vehicle in a visitor parking space unless that person is a genuine visitor of yours.

### 3.4 Storage

You must not store anything which is flammable, toxic, combustible, volatile, dangerous or other items prohibited by law in that part of your Apartment comprising a storage unit or a car space in the basement carpark.

### 3.5 Erecting signs

The Architectural Code sets out the rules and requirements in connection with signage in Building B. You must comply with the Architectural Code.

### 3.6 Fire control

Your obligations regarding fire control and keeping flammable materials in your Apartment are in the Management Statement.

### 3.7 Complying with the law

You must comply on time and at your cost with all laws relating to:

- (a) your Apartment; and
- (b) the use of your Apartment and any car space or storage space forming part of your Lot; and
- (c) Common Property to which you have a licence, lease or a right to use under a Common Property Rights By-Law.


The things with which you must comply include planning laws, development, Building and other approvals, consents, requirements, notices and orders of Government Agencies and the Easements.

### 3.8 You are responsible for others

You must:

- (a) take all reasonable actions to ensure your visitors comply with the by-laws and the Management Statement; and
- (b) make your visitors leave Building B if they do not comply with the by-laws and the Management Statement; and

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- (c) take reasonable care about who you invite into Building B or Ryde Garden; and
- (d) accompany your visitors at all times, except when they are entering or leaving Building B or Ryde Garden.

You must not allow another person to do anything which you cannot do under the by-laws or the Management Statement.

### 3.9 Requirements if you lease your Apartment

If you lease your Apartment, you must:

- (a) provide your tenant or licensee with an up-to-date copy of the by-laws and the Management Statement; and
- (b) ensure that your tenant or licensee and their visitors comply with the by-laws and the Management Statement; and
- (c) take all action available to you, including action under the lease or licence agreement, to make them comply or leave Building B.

### 3.10 Your responsibility

You are responsible for any damage caused to the Common Property or to an Owner which is caused by your visitors or tenants.

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## 4 What are your obligations for your Apartment?

### 4.1 General obligations


You must:

- (a) keep your Lot (including your Apartment and any car space or storage space forming part of the Lot) clean and tidy and in good repair and condition; and
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or the Management Statement which service your Apartment (whether or not you made the installation or alteration); and
- (c) notify the Owners Corporation if you change the existing use of your Apartment in a way which may affect its insurance policies or premiums.

### 4.2 Architectural Code

The Architectural Code for Ryde Garden is in the Management Statement. It applies to your Apartment and to Building B generally. You must comply with the Architectural Code and obtain all necessary consents under the Architectural Code before you carry out any works in your Apartment. Your obligations under the Architectural Code apply in addition to your obligations under the by-laws.

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**4.3 Some examples of when you will need consent under the Architectural Code**

You must have consent from the Committee under the Architectural Code if you propose to:

- (a) carry out Building Works which will affect Shared Facilities or the External Appearance of Building B; or
- (b) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Apartment if they are visible from outside your Apartment or Building B; or
- (c) install an intruder alarm with an audible signal.

This is not a definitive list of when you will need to obtain consent from the Committee. Contact the Strata Manager if you want to confirm whether or not you will need consent.

**4.4 When will you need consent from the Owners Corporation?**

Subject to the by-laws and the Management Statement, you must have consent from the Owners Corporation to:

- (a) carry out Building Works; or
- (b) keep anything in your Apartment which is visible from outside the Apartment and is not in keeping with the appearance of Building B; or
- (c) attach or hang an aerial or wires outside your Apartment or Building B.

**4.5 The Balcony of your Apartment**

Keeping outdoor furniture, landscaping, lighting and other items on the Balcony of your Apartment is regulated by the Architectural Code.

**4.6 Window treatments**


Under the Architectural Code, you must have consent from the Committee to place solar film or similar treatments on the internal or external surfaces of glass windows and doors in your Apartment.

**4.7 Window coverings**

Under the Architectural Code:

- (a) you may install curtains and blinds in your Apartment provided they have an appearance from outside the Apartment which is white or off-white; and
- (b) you must have consent from the Committee to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in by-law 4.7(a).



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**4.8 Sun shades**

Under the Architectural Code, you must have consent from the Committee to install a sun shade, sun blind, awning or other sun shading device in your Apartment or on Common Property.

**4.9 Cleaning windows**

Subject to by-law 4.10 ("Rights of the Owners Corporation to clean windows"), you must clean the glass in windows and doors of your Apartment (even if they are Common Property). However, you do not have to clean the glass in windows or doors that you cannot access safely.

**4.10 Rights of the Owners Corporation to clean windows**

The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in Building B. If the Owners Corporation resolves to clean glass in your Apartment, you are excused from your obligations under by-law 4.9 ("Cleaning windows") for the period the Owners Corporation resolves to clean the glass.

**4.11 Drying your laundry**

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

**4.12 Security devices, screens and doors**

The installation of security devices, security screens and security doors is regulated under the Architectural Code and building regulations. You must obtain all necessary consents under the Architectural Code before you install a security device, screen or door.

**4.13 Planter Boxes and Landscaping**

You must maintain the landscaping within a planter box on the Balcony of your Apartment in accordance with the Architectural Code.

**4.14 Barbecues**

Your rights and obligations regarding the keeping and operation of barbecues on the balcony of your Apartment are in the Architectural Code.


**4.15 Planning Requirements**

You must ensure that your Apartment is not occupied by more than 2 adults for each bedroom within an Apartment.

**4.16 Rights of the Owners Corporation to enter your Lot**

In addition to its rights under by-law 25 ("Failure to comply with by-laws"), the Owners Corporation has the right to enter your Lot to operate, inspect, test, treat, use, maintain, repair or replace Common Property. The procedures with which

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the Owners Corporation must comply when it exercises this right are in the Management Act.

#### 4.17 Rights of the Committee to enter your Apartment and Lot

The Owners Corporation authorises the Committee to exercise its right to enter your Lot to operate, inspect, test, use, maintain, repair or replace those items of Common Property in your Lot (or which are accessible through your Apartment or your car space) which are Shared Facilities. The procedures with which the Committee must comply when it exercises this right are in the Management Statement.

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### 5 Keeping an animal

#### 5.1 What animals may you keep?

The Management Statement sets out the rules regarding what animals you may keep within Building B and some rules regarding the keeping of those animals at Ryde Gardens.

#### 5.2 Controlling your animal

Subject to by-law 5.3 ("Restraining your animal"), if you keep an animal in accordance with the Management Statement you must ensure that the animal does not wander onto:

- (a) another Apartment;
- (b) Common Property; or
- (c) any part of Ryde Garden.


#### 5.3 Restraining your animal

If it is necessary to take your animal onto Common Property or any part of Ryde Garden (eg to transport it out of Ryde Garden), you must restrain it (eg by leash or pet cage) and control it at all times.

#### 5.4 Orders to remove your animal

The Owners Corporation has the right at any time to order you to remove your animal if:

- (a) it becomes offensive, vicious, aggressive, noisy or a nuisance;
- (b) you breach a condition made by the Owners Corporation when it gave you consent to keep the animal;
- (c) your dog is a dangerous or nuisance dog under the *Companion Animals Act 1998* (NSW); or

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- (d) your dog is not registered under the *Companion Animals Act 1998* (NSW).

**5.5 Responsibility for animal**

You are responsible to other Owners and Occupiers and people using Common Property or other parts of Ryde Garden for:

- (a) any noise your animal makes which causes unreasonable disturbance; and
- (b) damage to or loss of property or injury to any person caused by your animal; and
- (c) cleaning up after your animal.

**5.6 Notice by Owners Corporation**

In addition to its powers under the Management Act, the Owners Corporation has the power to issue you with a written notice if your animal continues to defecate on:

- (a) another Apartment;
- (b) Common Property;
- (c) any other part of Ryde Garden,

after a warning has been given to you by the Owners Corporation.


**5.7 Non-compliance with Notice**

In addition to its powers under the Management Act, the Owners Corporation has the power to order you to remove your animal from Building B, if you fail to comply with the notice.

**5.8 Your visitors**

You must not allow a visitor to bring an animal into Building B or Ryde Garden unless:

- (a) the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and your visitor needs the dog or other animal because of a visual disability, a hearing disability or any other disability; or
- (b) it is a type of animal permitted under the Management Statement and the animal is kept under your control and supervision.

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## 6 Moving in and making deliveries

### 6.1 Moving in

You must make arrangements with the Owners Corporation at least 48 hours before you move in to or out of Building B or move large articles (eg furniture) through Common Property.

### 6.2 What are your obligations?

When you take deliveries or move furniture or goods through Building B, you must:

- (a) comply with the reasonable requirements of the Owners Corporation; and
- (b) repair any damage you (or the person making the delivery) cause to Common Property; and
- (c) if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.

### 6.3 Role of the Building Manager

The Owners Corporation may appoint the Building Manager to assist it to perform its functions under this by-law 6. If this happens, you must:

- (a) make arrangements with the Building Manager when you move in or out of Building B; and
- (b) comply with the reasonable requirements of the Building Manager when you take deliveries or move furniture or goods through Building B; and
- (c) you may be charged a reasonable fee if the move takes place outside of the normal hours of the Building Manager.

### 6.4 Loading Dock

The Loading Dock is a Shared Facility and the Management Statement includes provisions regarding use of the Loading Dock.


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## 7 Garbage disposal

### 7.1 Making rules

The Owners Corporation may make Rules under by-law 23 ("Rules") about the storage and removal of garbage from Building B.



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**7.2 Requirements for Apartments**

You must dispose of your garbage and recyclable materials in accordance with this by-law 7.

**7.3 Depositing garbage**

Subject to these by-laws, you must not deposit or leave garbage or recyclable materials:

- (a) on Common Property; or
- (b) in an area of your Lot which is visible from outside your Lot.

You must immediately remove any rubbish you spill on Common Property and clean that part of Common Property.

**7.4 General obligations relating to garbage disposal**

You must:


- (a) place your household garbage in the garbage chute designated by the Owners Corporation for that purpose; and
- (b) clean any soiled areas in taking garbage to the Garbage Room;
- (c) drain and securely wrap your household garbage before you place it in the Common Property garbage chute room and Garbage Room; and
- (d) leave your other garbage and recyclable materials in the area or receptacle in the Garbage Room designated by the Owners Corporation for that purpose; and
- (e) recycle your garbage according to instructions from the Owners Corporation and Council; and
- (f) drain and clean bottles, and make sure they are not broken, before you place them in the Common Property garbage chute room and Garbage Room; and
- (g) contact the Owners Corporation to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

**7.5 Use of garbage chutes**

You must not:

- (a) put bottles or glass in a garbage chute; or
- (b) put liquids in a garbage chute; or
- (c) put items that weigh more than 2.5 kilograms in a garbage chute; or

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- (d) put anything (eg boxes or large items) in a garbage chute that might block it.

**7.6 Owners Corporation to maintain garbage disposal equipment**

The Owners Corporation must:

- (a) provide in the Garbage Room an adequate number of garbage and recycling receptacles for use by Owners and Occupiers; and
- (b) operate, maintain, repair and, where necessary replace, the Common Property garbage chutes and garbage chute equipment servicing Building B (including mechanical equipment located in the garbage chute rooms); and
- (c) maintain, clean and repair the garbage chute rooms servicing Building B; and
- (d) regularly remove filled receptacles from the garbage chute rooms and replace them with empty receptacles; and
- (e) move filled receptacles from the garbage chute rooms to the Garbage Room; and
- (f) move recyclable materials from the Common Property garbage chute rooms to the Garbage Room; and
- (g) regularly clean, maintain, repair and, where necessary, replace the Garbage Room and the garbage and recycling receptacles stored in it; and
- (h) operate, maintain, repair and, where necessary replace, the garbage compactor located in the Garbage Room (including the mechanical equipment located in the garbage compactor); and
- (i) regularly clean and maintain the garbage compactor servicing Shore; and
- (j) arrange for the removal of garbage and recycling material from the garbage compactor and Garbage Room; and
- (k) make available for collection by Council household garbage and recyclable materials placed in the garbage compactor and Garbage Room; and
- (l) arrange for the removal from the Garbage Room of large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection services (at the cost of the relevant Owner or Occupier).

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## 8 Floor coverings

### 8.1 Floor coverings

If you an Owner, you must keep the floors in your Apartment covered or treated to stop the transmission of noise which might unreasonably disturb another Owner or Occupier.

### 8.2 Changing floor coverings


You must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your Apartment which assist to prevent the transmission of noise which might unreasonably disturb another Owner or Occupier.

- (a) You must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your Lot which assist to prevent the transmission of noise which might unreasonably disturb another Owner or Occupier. Any newly installed floor covering must have a weighted standardised impact sound pressure level not greater than L'nT,w 50 measured in accordance with AS ISO 140.7 and AS ISO 717.2.
- (b) The changing and installation of floor coverings is a Minor Renovation for the purposes of the Strata Schemes Law. The Owners Corporation can delegate its functions under the Strata Schemes Law to the Strata Committee.
- (c) The Owners Corporation must deal promptly with a request for consent under this by-law and must not unreasonably refuse such consent provided a report satisfying the requirements of by-law 8.3 has been furnished to the Owners Corporation.
- (d) By-law 9 ("Requirements for carrying out works") applies to the changing or installation of floor coverings.
- (e) If an Owner has consent under this by-law to change flooring coverings within a Lot, that Owner has the special privilege to affix tiles or the replacement flooring to the floor areas of a Lot (other than kitchen, eating areas, laundry, lavatory, bathroom or entry areas) so long as the Owner complies with this by-law and by-law 9 ("Requirements for carrying out works").
- (f) The Owner acknowledges that the tiles or replacement flooring which are affixed to the Lot by virtue of the special privilege will form part of the Lot and the Owner will be responsible for the repair and maintenance of floor coverings which are installed following registration of the Strata Plan.

### 8.3 Report

- (a) An application for consent by an Owner under by-law 8.2(c) must include a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect on sound transmission in

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accordance with the Building Code of Australia, including impact noise, following installation. The report must state that the proposed floor finish will not breach by-law 8.1 ("Floor coverings") and will comply with by-law 8.2(a).

- (b) Following the installation of a floor finish other than carpet and underlay, to demonstrate compliance with this by-law, an Owner must provide the Owners Corporation with a certificate from a qualified acoustic engineer. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed to ensure that the installation and resulting sound transmission meet the parameters set out in the report required under by-law 8.2.

## 9 Requirements for carrying out works

### 9.1 When will you need consent from the Owners Corporation to carry out works to Common Property associated with your Lot?


- (a) You do not need the consent of the Owners Corporation to carry out Cosmetic Works affecting Common Property in connection with your Lot.
- (b) You must have the approval of the Owners Corporation to carry out any Minor Renovations or Buildings Works affecting Common Property.
- (c) The Owners Corporation cannot unreasonably withhold consent under by-law 9.1(b) to the carrying out of Minor Renovations or Building Works affecting Common Property in connection with your Lot, provided that you have complied with the requirements in this by-law 9 including the requirements to give the notice under by-law 9.4(e).
- (d) If the Minor Renovation involves changing flooring covering, the provisions of by-law 8 apply in addition to this by-law 9.
- (e) The Owners Corporation may only give consent to the carrying out of Building Works affecting Common Property if a special resolution has first been passed by the Owners Corporation that specifically authorises you to carry out those Building Works unless you have the special privilege to do so under a Common Property Rights By-Law or these by-laws.

### 9.2 When will you need consent from the Building Management Committee to carry out works?

You must have consent from the Committee to carry out any works (regardless of whether they are Minor Renovations or Building Works):

- (a) which affect (or may affect) Shared Facilities; or
- (b) which affect or change the External Appearance of Ryde Garden or are not in conformity with the Architectural Code.

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**9.3 Procedures when you carry out Cosmetic Works**

If you carry out Cosmetic Works to Common Property in connection with your Lot, you must:

- (a) carry out the Cosmetic Works in a competent and proper manner; and
- (b) repair any damage you (or persons carrying out the Cosmetic Works for you) cause to any part of the Common Property or the property of another Owner or Occupier and carry out those repairs in a competent and proper manner.

**9.4 Procedures before you carry out Minor Renovations or Building Works**

Before you carry out any Minor Renovations or Building Works, you must:


- (a) obtain necessary consents from the Owners Corporation required under by-law 9.1; and
- (b) obtain any necessary consents from the Committee as outlined in by-law 9.2; and
- (c) obtain any necessary consents from Government Agencies; and
- (d) if appropriate, find out where service lines and pipes are located; and
- (e) give written notice of the proposed Minor Renovations or the Building Works to the Owners Corporation, including:
  - (i) details of the work, including copies of any plans;
  - (ii) duration and times of the work;
  - (iii) details of the persons carrying out the work, including qualifications to carry out the work (license and insurance details); and
  - (iv) arrangements to manage any resulting rubbish or debris.

The Owners Corporation may impose reasonable conditions on you in relation to the carrying out of the Minor Renovations or Building Works including the provision of a bond to cover potential damage to Common Property.

**9.5 Procedures when you carry out Minor Renovations or Building Works**

If you carry out Minor Renovations or Building Works, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors acceptable to the Owners Corporation (acting reasonably); and

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- (b) carry out (and ensure your contractors carry out) the Minor Renovations or Building Works in accordance with any conditions that the Owners Corporation has imposed on the Minor Renovations or Building Works;
- (c) carry out (and ensure your contractors carry out) the Minor Renovations or Building Works in a competent and proper manner; and
- (d) repair any damage you (or persons carrying out the Minor Renovations or Building Works for you) cause to any part of the Common Property or the property of another Owner or Occupier and carry out those repairs in a competent and proper manner; and
- (e) where required by the Development Act at your own cost register a Building Alteration Plan.

**9.6 Release and indemnity**

You release and indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under this by-law 9.

**9.7 Owners corporation power of delegation**

The Owners Corporation can delegate its powers and responsibilities relating to Minor Renovations under this by-law to the Strata Committee.

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**10 Agreement with the Building Manager**

**10.1 Purpose of the agreement**

The Owners Corporation has the power to appoint and enter into agreements with a Building Manager to provide management and operational services for Building B and for Ryde Garden generally. The Owners Corporation may exercise its power under this by-law 10 in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.

**10.2 Delegation of functions**


Unless permitted to do so by law, the Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Building Manager.

**10.3 Terms of an agreement**

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager:

- (a) the term of the agreement may be for any term permitted by law; and
- (b) the remuneration of the Building Manager under the agreement may be the amount determined by the Owners Corporation (acting reasonably).

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**10.4 What provisions must be included in an agreement?**

If permitted by law, an agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

**10.5 Duties of the Building Manager**


If permitted by law, the duties of a Building Manager under an agreement with the Owners Corporation (in its own right) may include:

- (a) caretaking, supervising and servicing Common Property; and
- (b) supervising cleaning and garbage removal services; and
- (c) supervising the repair, maintenance, renewal or replacement of Common Property; and
- (d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property; and
- (e) co-ordinating the carrying out of Building Works; and
- (f) managing the Security Key system and providing Security Keys according to the by-laws; and
- (g) providing services to the Owners Corporation, Owners and Occupiers; and
- (h) supervising employees and contractors of the Owners Corporation; and
- (i) supervising Building B generally; and
- (j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of Building B other than performing functions of the Community Association or Building Management Committee.

**10.6 Agreements under the Management Statement**

The terms, remuneration, provisions and duties under an agreement between the Owners Corporation (in its capacity as a member of the Building Management Committee) and a building manager must comply with the Management Statement.

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## 11 Services provided by the Owners Corporation

### 11.1 Power to supply services

The Owners Corporation has the power to supply services to each Lot including, but not limited to, electricity, hot and cold water, sewerage, gas, and air conditioning condenser water. Those agreements may be entered into by the Owners Corporation for its own account or as agent for and bind each Owner and Occupier.

### 11.2 Agreements with third parties

The Owners Corporation may have agreements with third parties about the installation, operation, maintenance, repair and replacement of services.

### 11.3 Agreements with Owners and Occupiers

The Owners Corporation may make agreements with Owners and Occupiers about paying for services supplied under this by-law 11.3. That agreement can include a provision for the disconnection of the service for non-payment.

### 11.4 Agreements with Owners and Occupiers

The Owners Corporation may make agreements with Owners and Occupiers about paying for services supplied under this by-law 11.3. That agreement can include a provision for the disconnection of the service for non-payment.

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## 12 Licences

### 12.1 Powers of the Owners Corporation

The Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property (but not Shared Facilities). The Owners Corporation may exercise its powers under this by-law 12 only by special resolution at a general meeting.


### 12.2 What provisions may a licence include?

Licences the Owners Corporation grants under this by-law 12 may include provisions about:

- (a) payments under the licence; and
- (b) the term of the licence; and
- (c) the permitted uses of the licensed areas; and
- (d) the maximum number of persons allowed in the licensed area; and
- (e) insurances the licensee must effect; and

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- (f) cleaning and maintaining the licensed area.

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### 13 Rooftop Garden Area

- (a) The Common Property includes a recreational area on the rooftop of the building of the Strata Scheme.
- (b) If you are an Occupier, then you and your visitors may use the Rooftop Garden Area during the hours of 6 am to 9 pm (or such other hours nominated by the Owners Corporation from time to time). When accessing the Rooftop Garden Area you must:
  - (i) comply with any Rules made by the Owners Corporation about the number of visitors you may bring to the Rooftop Garden Area at the same time;
  - (ii) accompany your visitors to the Rooftop Garden Area; and
  - (iii) make sure that an adult exercising effective control accompanies children under fourteen years old who are in your care when the children use or are in the Rooftop Garden Area.

#### 13.2 Booking with Building Manager

The Owners Corporation may initiate a booking system for the use of the Rooftop Garden Area.

#### 13.3 Using the Barbecue Areas

The barbecue areas within the Rooftop Garden Area must be left in a clean and tidy condition and all food and rubbish removed after use.

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## 14 Common Property and Shared Facilities

### 14.1 Common Property and Shared Facilities


Some items of Common Property are designated in the Management Statement as Shared Facilities. The Owners Corporation authorises the Building Management Committee to perform its functions and exercise its rights under the Management Statement in respect of Common Property.

### 14.2 What are your obligations?

Subject to the by-laws, you must:

- (a) use Common Property equipment only for its intended purpose; and
- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and

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- (c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in Building B or Minor Renovations in Building B on your behalf.

**14.3 When will you need consent from the Owners Corporation?**

Subject to the by-laws and the Management Statement, you must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property; or
- (b) remove anything from Common Property that belongs to the Owners Corporation; or
- (c) interfere with the operation of Common Property equipment.

**14.4 Cleaning of graffiti**

The Owners Corporation must remove any graffiti from the Common Property façade of Building B which is visible from a public place.

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**15 Insurance premiums**

**15.1 Consent from the Owners Corporation**

You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation, Community Association or the Building Management Committee.

**15.2 Payments for increased premiums**

If the Owners Corporation gives you consent under this by-law 15, it may make conditions that require you to reimburse the Owners Corporation, Community Association or the Building Management Committee for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.


**15.3 Requirements under the Management Statement**

Under the Management Statement, you must notify the Committee if you do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Building Management Committee or the Community Association.

**15.4 Excess under Insurance Policy**

You must reimburse the Owners Corporation for any excess payable by the Owners Corporation under an insurance policy in event of a claim caused by you.



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## 16 Security at Building B

### 16.1 Management Statement and restrictions on the rights of the Owners Corporation

The Management Statement regulates security and the provision of Security Keys for Building B and Ryde Garden generally. The rights and obligations of the Owners Corporation, Owners and Occupiers in this by-law 16 are subject to the Management Statement. In particular, the Owners Corporation must not do anything that would restrict access to Shared Facilities which Owners and Occupiers in Ryde Garden are entitled to use under the Management Statement.

### 16.2 Rights of Owners Corporation in relation to security for Common Property the subject of Easements

The Owners Corporation cannot lock or secure access to any part of Common Property which is the subject of Easements unless it is entitled to do so under the Easements. The rights and obligations of the Owners Corporation, Owners and Occupiers in this by-law 16 are subject to the Easements.

### 16.3 Obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to stop intruders coming into Building B and prevent fires and other hazards.

### 16.4 Installation of security equipment

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 Building B.

### 16.5 Restricting access to Common Property


Subject to this by-law 16, 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 an Apartment; and
- (b) restrict by Security Key your access to levels in Building B where you do not own or occupy an Apartment or have access to according to a Common Property Rights By-Law; and
- (c) charge you a fee or bond if you request additional or replacement Security Keys; and
- (d) allow security personnel employed or contracted by the Owners Corporation or the Committee to use part of Common Property to operate or monitor security of Building B and Ryde Garden.

### 16.6 Providing Owners and Occupiers with Security Keys

If the Owners Corporation exercises its rights under by-law 16.5 ("Restricting access to Common Property"), it may provide you with a Security Key for the

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relevant part of Common Property. The obligations of the Building Management Committee to provide Security Keys for Shared Facilities are in the Management Statement.

**16.7 Managing the Security Key system for Common Property**

The Owners Corporation has the power to:

- (a) re-code Security Keys it issues for Common Property; and
- (b) require you to promptly return Security Keys it issues to you to the Owners Corporation to be re-coded.

**16.8 What are your obligations?**

You must comply with your obligations in:

- (a) the Management Statement about Security Keys for Shared Facilities; and
- (b) the Easements in regard to Security Keys for any part of Common Property which is subject to Easements.

In regard to Security Keys issued by the Owners Corporation according to this by-law 16, you must:

- (c) comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys; and
- (d) take all reasonable steps not to lose Security Keys; and
- (e) immediately notify the Owners Corporation if you lose a Security Key; and
- (f) return Security Keys to the Owners Corporation if you do not need them or if you are no longer an Owner or Occupier.

**16.9 Closing doors**

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


**16.10 Procedures if you lease your Apartment**

If you lease or licence your Apartment, you must include a requirement in the lease or licence that the Occupier return Security Keys issued by the Owners Corporation to the Owners Corporation when they no longer occupy an Apartment.

**16.11 Some prohibitions**

You must not:



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- (a) copy a Security Key or give a Security Key to someone who is not an Owner or Occupier; or
- (b) interfere with security cameras or surveillance equipment; or
- (c) do anything that might prejudice the security or safety of Building B.

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## PART 2 – COMMON PROPERTY RIGHTS BY-LAWS

### 17 Common Property Rights By-Laws

#### 17.1 Purpose of the Common Property Rights By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Common Property Rights By-Laws make Owners responsible for the Common Property which they exclusively use or have the benefit of.

#### 17.2 Interpreting this by-law

In this by-law 17, “you” means an Owner who has the benefit of a Common Property Rights By-Law.

#### 17.3 How to change a Common Property Rights By-Law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel a Common Property Rights By-Law with the written consent of each Owner who benefits (or will benefit) from the Common Property Rights By-Law; and
- (b) amend or cancel this by-law 17 only with the written consent of each Owner who benefits (or will benefit) from the Common Property Rights By-Law.

#### 17.4 Occupiers may exercise rights

You may allow another Owner or an Occupier to exercise your rights under a Common Property Rights By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Common Property Right By-Law.

#### 17.5 Regular accounts for your costs


If you are required under a Common Property Rights By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

- (a) include those amounts in notices for your administrative fund or capital works fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

#### 17.6 Repairing damage

You must repair damage you (or someone acting on your behalf) cause to Common Property or the property of another Owner or Occupier when you

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exercise your rights or comply with your obligations under a Common Property Rights By-Law.

**17.7 Indemnities**

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under a Common Property Rights By-Law.

**17.8 Additional insurances**

In addition to your obligations under by-law 15 ("Insurance premiums"), you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under a Common Property Rights By-Law.

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**18 Inter-Tenancy Walls**

**18.1 When may you alter or remove an Inter-Tenancy Wall?**

Subject to this by-law 18, you may alter or remove an Inter-Tenancy Wall if:

- (a) you own the Apartments separated by the Inter-Tenancy Wall or you have the consent of the Owner of the adjoining Apartment; and
- (b) it is not a structural wall; and
- (c) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer acceptable to the Owners Corporation (acting reasonably) certifying that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Apartments (including services to those Apartments); and
- (d) you comply with the procedures in this by-law 18.

If this clause 18.1 applies to the Inter Tenancy Wall, then it is a Minor Renovation.

**18.2 What consents are necessary?**


In addition to complying with this by-law 18, you must obtain all necessary consents from Government Agencies before you alter or remove an Inter-Tenancy Wall.

**18.3 What are the conditions for carrying out the work?**

It is a condition of you altering or removing an Inter-Tenancy Wall that you:

- (a) carry out the work in the method certified by the structural engineer under by-law 18.1; and

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- (b) if appropriate, comply with the Development Act and lodge any necessary Building Alteration Plan with the Registrar-General; and
- (c) comply with by-laws 9.4 and 9.5; and
- (d) acknowledge for yourself and future Owners of your Apartment that the Owners Corporation does not have to reinstate the Inter-Tenancy Wall; and
- (e) provide a certificate from a certified fire engineer that the fire services to the Strata Scheme have not been affected by the removal of the wall.

**18.4 Maintenance**

You must repair and maintain an Inter-Tenancy Wall which is altered under this by-law.

**18.5 Common Property Rights**

This by-law is a by-law under section 111 of the Management Act and a Common Property Rights By-Law for the purposes of the Management Act and these by-laws.

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**19 Exclusive use of Airconditioning Plant and Equipment**

**19.1 Common Property Rights By-Law**

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment. By-laws 17.4 ("Occupiers may exercise rights") to 17.8 ("Additional insurances") apply to this Common Property Rights By-Law.

**19.2 Exclusive use and special privilege rights**


The Owner of each Apartment has:

- (a) exclusive use of the Airconditioning Plant and Equipment which exclusively service their Apartment; and
- (b) the special privilege to connect to and use the Airconditioning Plant and Equipment which service their Apartment and is located within the Common Property; and
- (c) the special privilege to connect to and use Airconditioning Services necessary to operate the Airconditioning Plant and Equipment which exclusively service their Apartment.

For the avoidance of doubt, the special privilege to connect to the Airconditioning Plant and Equipment and Airconditioning Services applies to the replacement of plant, equipment and services which is required from time to time.





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**19.3 Interpreting this by-law**

In this Common Property Rights By-Law, "you" means the Owners of each Apartment which has the benefit of this Common Property Rights By-Law.

**19.4 Obligations of the Owners Corporation**

The Owners Corporation must operate, maintain, repair and, where necessary, replace any parts of the Airconditioning Plant and Equipment which are not for the exclusive use of an Apartment.

**19.5 What are your obligations?**

You must, at your cost:

- (a) operate, maintain, repair and, where necessary, replace Airconditioning Plant and Equipment exclusively servicing your Apartment; and
- (b) regularly clean and, where necessary, replace any filters for Airconditioning Plant and Equipment for your Apartment; and
- (c) use reputable contractors approved by the Owners Corporation to maintain, repair and replace Airconditioning Plant and Equipment exclusively servicing your Apartment; and
- (d) comply with the requirements of Government Agencies about Airconditioning Plant and Equipment and manufacturer's recommendations about the Airconditioning Plant and Equipment for your Apartment; and
- (e) maintain and repair any part of the Common Property where your Airconditioning Plant and Equipment (or any part of it) is fitted and installed (excluding structural maintenance and repairs).


**19.6 Restrictions**

You must not do anything which will (or might) interfere with Common Property or Shared Facility cables, conduits, pipes, wires, ducts or other Common Property services located in your Apartment.

**19.7 Paying for costs under this Common Property Rights By-Law**

You must reimburse the Owners Corporation for the cost of the Airconditioning Plant and Equipment which services both your Apartment and any other apartment under this Common Property Rights By-Law in shares proportional to the unit entitlement of your Apartment which any other Apartment who uses the Airconditioning Plant and Equipment.



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## 20 Exclusive use of Apartment Plant & Equipment

### 20.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment. By-laws 17.4 ("Occupiers may exercise rights") to 17.8 ("Additional insurances") apply to this Common Property Rights By-Law.

### 20.2 Exclusive use

The Owner of each Apartment has exclusive use of Apartment Plant and Equipment which exclusively service their Apartment.

### 20.3 Interpreting this by-law

In this Common Property Rights By-Law, "you" means the Owners of each Apartment which has the benefit of this Common Property Rights By-Law.

### 20.4 Obligations of the Owners Corporation

The Owners Corporation must operate, maintain, repair and, where necessary, replace any parts of the Apartment Plant and Equipment which are not for the exclusive use of an Apartment.

### 20.5 What are your obligations?

You must, at your cost:

- (a) operate, maintain, repair and, where necessary, replace Apartment Plant and Equipment exclusively servicing your Apartment; and
- (b) use reputable contractors to maintain, repair and replace Apartment Plant and Equipment exclusively servicing your Apartment; and
- (c) maintain and repair any part of the Common Property where your Apartment Plant and Equipment (or any part of it) is fitted and installed (excluding structural maintenance and repairs).

### 20.6 Restrictions


You must not do anything which will (or might) interfere with Common Property or Shared Facility cables, conduits, pipes, wires, ducts or other Common Property services located in your Apartment.

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## 21 Exclusive use of Exclusive Use Areas

### 21.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the

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Owner of each Apartment listed in the Table in by-law 21.2 ("Interpreting this by-law"). By-laws 17.4 ("Occupiers may exercise rights") to 17.8 ("Additional insurances") apply to this Common Property Rights By-Law.

**21.2 Interpreting this by-law**

In this by-Law, "you" means an Owner of a Lot specified below and Exclusive Use Area means the area shown in the plan attached and denoted with the letter that corresponds to that Lot in the table below:

Lot Number	Exclusive Use Area
5	B
9	H
10	G
11	F
12	E
13	A
334	D
55	C

**21.3 Exclusive use and special privilege rights**

You have:

- (a) exclusive use of the Exclusive Use Area as set out in the Table above for any purpose associated with the use of its adjoining Lot; and
- (b) the special privilege to install within the Exclusive Use Area a storage cage; and
- (c) if a storage cage has been installed within the Exclusive Use Area, the right to use the Exclusive Use Area for the storage of items.


**21.4 What are your obligations?**

You must only use the Exclusive Use Area and make installations within the Exclusive Use Area in accordance with the Architectural Code and if applicable the requirements of Council and the relevant Government Agencies.

**21.5 Maintaining and repairing the Exclusive Use Area**

- (a) You must regularly clean, maintain and repair the Exclusive Use Area.

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(b) You are responsible for all costs associated with the Exclusive Use Area.

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## 22 Exclusive use of Louvres

### 22.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment. By-laws 17.4 ("Occupiers may exercise rights") to 17.8 ("Additional insurances") apply to this Common Property Rights By-Law.

### 22.2 Exclusive use

The Owner of each Louvre Apartment has exclusive use of the Louvres exclusively servicing their Apartment and the associated control panel within their Apartment which operates the Louvres.


### 22.3 Interpreting this by-law

In this Common Property Rights By-Law, "you" means the Owners of each Louvre Apartment which has the benefit of this Common Property Rights By-Law.

### 22.4 What are your obligations?

You must, at your cost:

- (a) operate, maintain, repair and, where necessary, replace the Louvres and the associated control panel within your Apartment operating the Louvres; and
- (b) use reputable contractors to maintain, repair and replace the Louvres and the associated control panel within your Apartment operating the Louvres; and
- (c) maintain and repair any part of the Common Property where your Louvre (or any part of it) is fitted and installed (excluding structural maintenance and repairs).

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## PART 3 – OTHER MATTERS

### 23 Rules

#### 23.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of Building B and, in particular, the use of Common Property.

#### 23.2 Changing Rules

The Owners Corporation may add to or change the Rules at any time.

#### 23.3 What are your obligations?

You must comply with the Rules.

#### 23.4 What if a Rule is inconsistent with the by-laws?

If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

#### 23.5 What if a rule is inconsistent with the Management Statement?

If a Rule is inconsistent with the Management Statement, the Management Statement prevails to the extent of the inconsistency.

#### 23.6 What if a rule is inconsistent with the Easements?

If a Rule is inconsistent with the Easements, the Easements prevail to the extent of the inconsistency.

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## 24 How are consents given?


### 24.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by the Owners Corporation or the Strata Committee.

### 24.2 Conditions

The Owners Corporation or the Strata Committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

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**24.3 Can consent be revoked?**

The Owners Corporation or the Strata Committee may revoke their consent if you do not comply with conditions made by them when they gave you consent or the by-law under which they gave you consent.

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**25 Failure to comply with by-laws**

**25.1 Breach Notice**

- (a) The Owners Corporation can serve a notice on an Owner or Occupier requiring the Owner or Occupier to comply with a specified by-law in accordance with section 146 of the Management Act.
- (b) The Owners Corporation can delegate the giving of a notice to the strata managing agent or Strata Committee.
- (c) If the Owners Corporation gives a notice under section 146 of the Management Act, the Owners Corporation may apply to the Tribunal for an order under section 147 of the Management Act.

**25.2 Power of the Owners Corporation to carry out work**

The Owners Corporation may do anything on your Apartment that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly.

**25.3 Procedures**

The Owners Corporation must give you a written notice specifying when it will enter your Apartment to do the work. You must:

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

**25.4 Recovering money**


The Owners Corporation may recover any money you owe it under the by-laws as a debt.

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**26 Applications and complaints**

- (a) You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.
- (b) Communications and notices can be made or sent by email.

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## 27 Interpretation

### 27.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

**Airconditioning Plant and Equipment** means air handling units and equipment, condensers, fan units, fancoil units, cables, conduits, pipes, wires and ducts which are part of a variable refrigerant volume airconditioning system located on Common Property and which exclusively service an Apartment, including by supplying airconditioning and refrigerant for airconditioning.

**Airconditioning Services** has the meaning set out in schedule 3 of the Management Statement.

**Apartment** means a lot in Building B.

**Apartment Plant and Equipment** means plant and equipment, cables, conduits, pipes, wires and ducts which are located on Common Property and which exclusively service an Apartment including lights, bathroom ventilation.

**Architectural Code** means the architectural code or architectural standards for Ryde Garden in the Management Statement.

**Balcony** means a balcony and a terrace in an Apartment.

**Building Alteration Plan** is defined in the Development Act.


**Building B** means strata plan no. SP 98060.

**Building Management Committee** means the building management committee for Ryde Garden established under the Management Statement.

**Building Manager** means the building manager appointed by the Owners Corporation according to by-law 10 ("Agreement with the Building Manager").

**Building Works** means:

- (a) work involving structural changes to Common Property, including the Common Property walls, floor and ceiling enclosing your Lot; or
- (b) work that changes the external appearance of your Lot; or
- (c) work involving waterproofing; or
- (d) work for which consent or another approval is required under any other Act; or
- (e) services in Building B, whether or not they are for the exclusive use of your Lot.

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**Building Works** excludes Minor renovations and Cosmetics Works.

**Committee** has the same meaning as in the Management Statement.

**Common Property** means Common Property in Building B and personal property of the Owners Corporation.

**Common Property Rights By-Law** means by-laws granting an Owner or Owners exclusive use and special privileges in respect of Common Property according to part 7 division 3 of the Management Act as set out in Part 2 of these by-laws (being by-laws 17 to 22 (inclusive)).

**Community Association** means the community association of the Community Scheme.

**Community Plan** means DP 271157.

**Community Scheme** means the community scheme constituted on registration of the Community Plan.

**Cosmetic Works** has the same meaning as in the Strata Scheme Law.

**Council** means the Council of the City of Ryde.

**Developer** means BGY North Ryde Pty Limited.

**Development Act** means the *Strata Schemes Development Act 2015*.

**Ryde Garden** means the land and improvements comprised in the Community Scheme.

**Easements** means any easements, restrictions on use and positive covenants benefiting or burdening any part of Building B or Ryde Garden.

**Exclusive Use Area** means that part of Common Property shown on the plans attached and referred to in by-law 22.2.

**External Appearance** means the appearance of any external surface of an Apartment or building in Ryde Garden which is visible from outside the Apartment or building in Ryde Garden.


**Garbage Room** means the garbage room located on basement level 2 and includes any component servicing or part of that room including entry doors, floors, walls and ceiling finishes.

**General By-Laws** means the by-laws which regulate the day-to-day management and operation of Building B or Ryde Garden as set out in Part 1 of these by-laws (being by-laws 2 to 16 (inclusive)).

**Government Agency** means any government or any governmental or semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity or state owned corporation.

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**Inter-Tenancy Wall** means a Common Property wall between two Apartments.

**Lot** means the strata lot that you own or occupy in Building B.

**Louvre** means the external louvres attached to the Common Property of the Strata Plan.

**Louvre Apartments** means Lots 9-13 (inclusive).

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

**Minor Renovation** has the same meaning as in the Strata Scheme Law.

**Management Statement** means the community management statement registered with the community plan and includes the strata management statement provisions set out in Part 6 of that document.

**Occupier** means the occupier, lessee, licensee or person in lawful occupation of an Apartment.

**Owner** means:

- (a) the owner for the time being of an Apartment; and
- (b) if an Apartment is subdivided or resubdivided, the owners for the time being of the new Apartments; and
- (c) for a Common Property Rights By-Law, the owner(s) of the Apartment(s) benefiting from the by-law; and
- (d) a mortgagee in possession of an Apartment.

**Owners Corporation** means the owners corporation for the strata plan registered with these by-laws.

**Representative** means a natural person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings of the Community Association and the Committee.

**Rules** mean Rules made by the Owners Corporation according to by-law 23 ("Rules").


**Rooftop Garden Area** means the area on the roof of the building of the Strata Scheme containing barbecue areas and seating.

**Ryde Garden** means the Community Scheme.

**Security Key** means a key, magnetic card or other device or information used in Building B to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

**Shared Facilities** has the same meaning as it does in the Management Statement.



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**Strata Committee** means the strata committee of the Owners Corporation.

**Strata Manager** means the person appointed by the Owners Corporation as its strata managing agent under section 49 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

**Strata Schemes Law** means the *Strata Schemes Management Act 2015* and *Strata Development Act 2015*.

**Substitute Representative** means a natural person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings of the Community Association and the Committee if its Representative cannot attend.


**Tribunal** means the Civil and Administrative Tribunal under the Management Act.

## 27.2 References to certain terms

Unless a contrary intention appears, a reference in the by-laws to:

- (a) words that this by-law 27 does not explain have the same meaning as they do in the Management Act; and
- (b) the word "you" means an Owner or Occupier; and
- (c) a by-law is a reference to the by-laws and Common Property Rights By-Laws under the Management Act which are in force for Building B; and
- (d) a document (including the by-laws) includes any amendment, addition or replacement of it; and
- (e) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (f) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and
- (g) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (h) the singular includes the plural and vice versa; and
- (i) the words "include", "including" "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

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**27.3 Headings**

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the by-laws.

**27.4 Severability**

If the whole or any part of a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

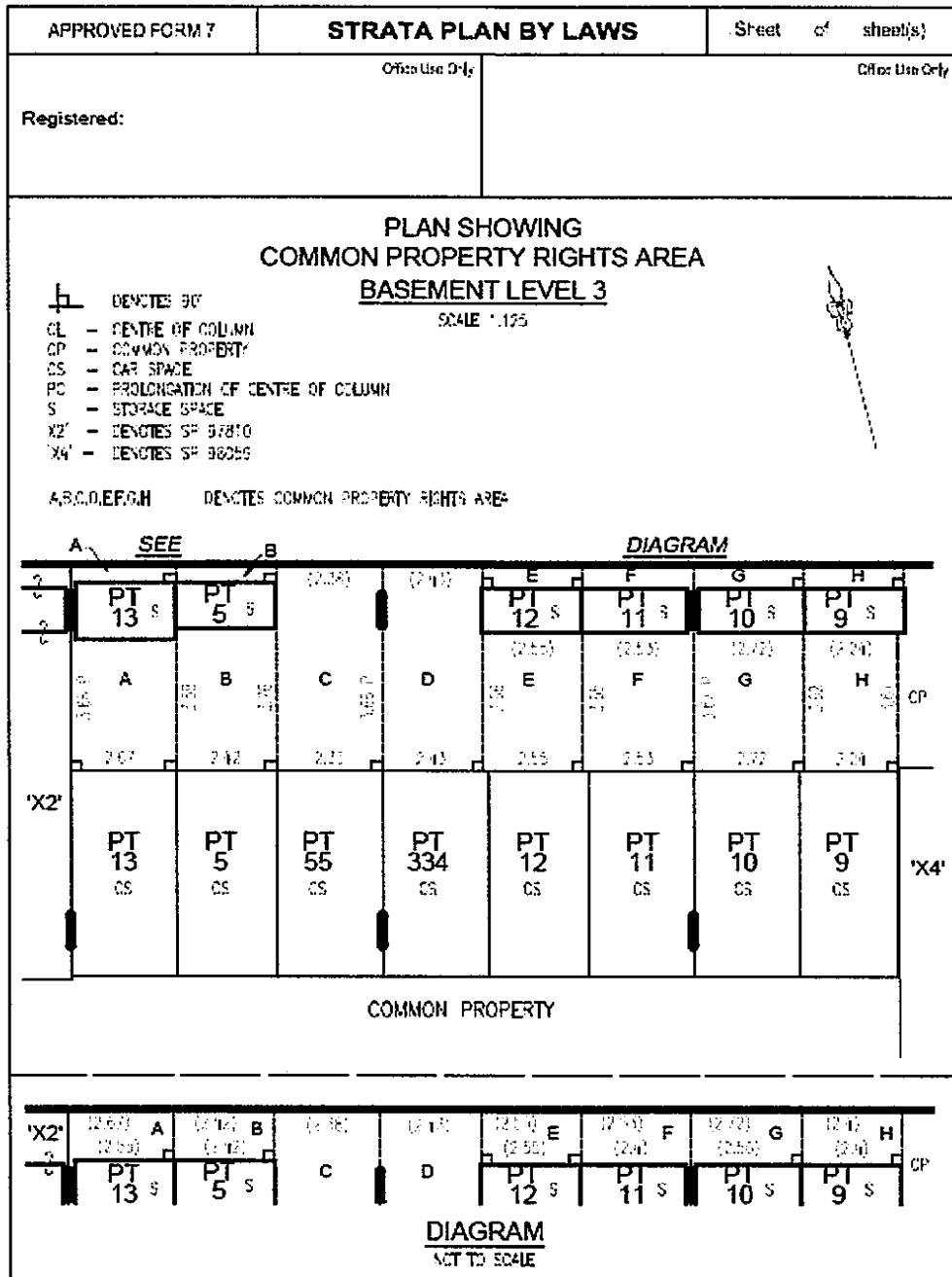
**27.5 Remedies cumulative**


The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.



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## Exclusive Use Area Sketch



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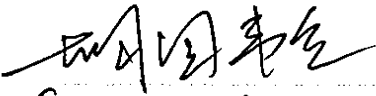
## Signing page

### DATED:


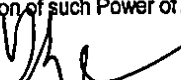
Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: BGY North Ryde Pty Limited  
Authority: Section 127 of the Corporations Act 2001 (Cth)

Signature of authorised person: \_\_\_\_\_ Signature of authorised person: \_\_\_\_\_

Name of authorised person:  Name of authorised person: \_\_\_\_\_  
Guotao Hu.

Office held: Sole Director/Secretary Office held: \_\_\_\_\_

  
Signed, sealed and delivered for and on behalf of  
Tasovac Pty Ltd ABN 51 108 013 467  
by its attorney Jason Lock  
(print name) Bank 4669 no. 627  
under Power of Attorney dated 28 May 2014, and  
who declares that the Attorney has not received any  
notice of the revocation of such Power of Attorney,  
in the presence of   
(print name)

Simon Liang  
Suite 702 Level 7, 207 Kent St  
Sydney NSW 2000

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