

## CERTIFICATE ORDER SUMMARY


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ePlan

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Registered  18.12.2018	<b>SP94618</b>	


**Approved Form 7**

Instrument setting out the details of By-Laws to be created upon registration of the strata plan

**BY-LAWS**

537 Elizabeth Street, Surry Hills

SP 94618

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## 1. Definitions

### 1.1. In these By-Laws the following terms (in any form) mean:

**Advertising Period** means the period commencing on and from the date of registration of these By-Laws and continuing thereafter for a term not exceeding twenty-four (24) months.

**Air Conditioning Equipment** means air conditioning plant, equipment and air conditioning units and includes all cables, conduits, ducts, grills, pipes, wires and vents associated with the Air Conditioning Equipment.

**Animal Register** means a register kept with the books and records of the Owners Corporation recording all information the Owners Corporation has received in connection Household Animals kept on the Parcel.

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

**Balcony** means a balcony and a terrace in a Lot.

**Building** means the building located at 537 Elizabeth Street, Surry Hills NSW 2010.

**Building Manager** means the building manager appointed by the Owners Corporation.

**Building Works** means additions, alterations, repairs, replacement or works to a Lot or Common Property.

**By-Laws** means these By-Laws registered with the Strata Plan.

**Common Infrastructure** has the same meaning as it has in the Development Act.


**Common Property** means any part of a parcel that is not comprised in a Lot (including any Common Infrastructure that is not part of a Lot) otherwise has the same meaning as noted in the Development Act.

**Common Property Rights By-Law** has the same meaning as noted in Section 142 of the Management Act.

**Cosmetic Works** has the same meaning as noted in Section 109 of the Management Act.

**Council** means The Council of the City of Sydney.

**Development Act** means the *Strata Schemes Development Act 2015 (NSW)* as amended.

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**Floor Coverings** means the materials within an Owner or Occupier's Lot used to protect or decorate the floor space throughout the Lot.

**Government Agency** means any business or organisation established under an act, statute or any other legislative means so authorised or permitted to operate by the New South Wales or Commonwealth Parliament as the case may be.

**Household Animal** means a domestic animal such as a small dog, cat or caged bird that is traditionally kept for domestic purposes and does not exceed nine (9) kilograms in weight.

**Holiday Letting** means any agreement to occupy a Lot within the Strata Scheme that is not a Residential Tenancy Agreement.

**Lot** means a lot in the Strata Scheme and otherwise has the same meaning as noted in the Development Act.

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

**Minor Renovations** has the same meaning as noted in Section 110 of the Management Act.

**Occupier** means the occupier, mortgagee in possession, lessee or licensee of a Lot.

**Owner** means the registered proprietor of a Lot and includes a mortgagee in possession of a Lot.

**Owners Corporation** means the Owners Corporation established on registration of the Strata Plan that is made up of all Owners within the Strata Scheme.

**Parcel** means the land comprising the Lots and Common Property in the Strata Scheme at 537 Elizabeth Street, Surry Hills NSW 2010.

**Residential Tenancy Agreement** means an agreement pursuant to the *Residential Tenancies Act 2010 (NSW)*.


**Retail Lot** means the stratum lots that are predominantly used for retail/commercial purposes.

**Security Key** means a key, magnetic card or any other such device to be used to operate lifts, open and close doors, gates or roller shutters so as to regulate the access into, out of and throughout the Building.

**Short-Term Letting** means any agreement to occupy a Lot within the Strata Scheme that is no longer than 3 months and not in the form of a Residential Tenancy Agreement.

**Strata Committee** means the strata committee of the Owners Corporation established under the Management Act.

**Strata Plan** means the Strata Plan registered with these By-Laws.

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**Strata Scheme** means the strata scheme constituted on registration of the Strata Plan and otherwise has the meaning as it has in the Development Act and Management Act.

**Window Coverings** means but is not limited to; any curtain, blinds, louvres or other material used to cover a window whether partially or wholly.

## 1.2 Rules of Interpretation

- (a) In these By-Laws, a reference to:
- (i) a thing includes the whole or each part of it;
  - (ii) the singular includes the plural and vice versa;
  - (iii) a document includes any variation or replacement of it;
  - (iv) a day means the period starting at midnight and ending 24 hours later;
  - (v) a law, ordinance or code includes regulations and other instruments under it any consolidations, amendments, re-enactments or replacements of them;
  - (vi) any person includes that person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns and includes a corporation; and
  - (vii) 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.

## 1.3 Headings


Headings are for convenience and do not affect the interpretation of these By-Laws.

## 1.4 Severability

If the whole or any part or a provision in these By-Laws is void, unenforceable or illegal, that 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.

## 1.5 Discretion in exercising rights

The Owners Corporation may exercise a right or remedy or give their consent in any way they consider appropriate (unless the By-Laws expressly state otherwise).

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**1.6 Partial exercise of rights**

If the Owners Corporation, an Owner or an Occupier do not fully exercise a right or remedy full at any given time, they may still exercise it later.

**1.7 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.

**2. About the By-Laws**

**2.1 Purpose of the By-Laws**

The By-Laws regulate the day-to-day management and operation of the Lots the subject of the Strata Plan registered with these By-Laws. The By-Laws are essential for the Owners Corporation, Owners and Occupiers to maintain the quality of the Lots in the Strata Plan and enhance the use and enjoyment therein of the Lots and Common Property.

**2.2 Who must comply with the By-Laws?**

The Owners Corporation, Owners and Occupiers must comply with the By-Laws.

**3. Common Property Rights By-Laws**

**3.1 Purpose of Common Property Rights By-Laws**

- (a) The purpose of Common Property Rights By-Laws is to provide for the fair and reasonable apportionment of costs for maintaining and replacing Common Property; and
- (b) Common Property Rights By-Laws render Owners responsible for the Common Property that they exclusively use or have the benefit of.


**3.2 Occupiers may exercise rights**

Where an Owner permits an Occupier to exercise the rights conferred on that Owner pursuant to a Common Property Rights By-Law that Owner remains responsible to the Owners Corporation and where appropriate any Government Agency to comply with the obligations under the Common Property Rights By-Law.

**3.3 Repairing damage**

An Owner or that person permitted to exercise the rights conferred on an Owner pursuant to a Common Property Rights By-Law must repair damage caused by the Owner or person otherwise permitted to the Common Property or the property of another Owner or Occupier



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when exercising the rights or complying with obligations under a Common Property Rights By-Law.

**3.4 Indemnities**

Owners, Occupiers or any person so permitted to exercise the rights conferred on an Owner pursuant to a Common Property Rights By-Law indemnify the Owners Corporation against all claims and liabilities caused by exercising the rights or complying with the obligations under a Common Property Rights By-Law.

**3.5 Additional Insurances**

In addition to any obligations pursuant to By-Law 41 an Owner or Occupier must reimburse the Owners Corporation for any increased premium for an insurance policy of the Owners Corporation caused as a result of exercising the rights or performing the obligations under a Common Property Rights By-Law.

**4. Vehicles and Parking**

4.1 Owners and Occupiers agree that part of the Retail Lot designated as Parking may be used from time to time by a visitor unrelated to or otherwise being an invitee of an Owner or Occupier of the Retail Lot.


**5. Keeping of Animals**

5.1 An Owner or Occupier of a Lot may keep one Household Animal on the Lot but only with the written approval of the Owners Corporation.


5.2 However an Occupier seeking approval from the Owners Corporation pursuant to clause 5.1 must obtain the consent of the Owner and the approval must therein be sought by the Owner on behalf of the Occupier.

5.3 A request for written approval of the Owners Corporation must include the following details in relation to the Household Animal:

- (a) the species;
- (b) the breed;
- (c) the gender and evidence it has been de-sexed;
- (d) the weight and evidence therein that complies with clause 5.4;
- (e) A photograph of the Household Animal taken not later than 3 months from the date an application for written approval is sought; and
- (f) All Council registration details.

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- 5.4 The Household Animal can be a small dog, cat or caged bird that is traditionally kept for domestic purposes and must not exceed 9 kilograms in weight at any point in time.
- 5.5 The Owners Corporation must not unreasonably withhold its approval of the keeping of a Household Animal on a Lot or the Common Property and must give an Owner or Occupier written reasons for any refusal to grant approval.
- 5.6 Any approval granted by the Owners Corporation under this By-Law is limited to:
- (a) the natural life of the Household Animal so approved; and
  - (b) the specific Owner or Occupier to which approval is granted as it the approval cannot be transferred, extended or assigned.
- 5.7 If an Owner or Occupier of a Lot keeps a Household Animal on the Lot, the Owner or Occupier must:
- (a) keep the Household Animal within the Lot; and
  - (b) ensure the Household Animal does not enter or remain on Common Property for any such period of time except as permitted in accordance with By-Law 5.12(a); and
  - (c) take any action that is necessary to clean all areas of the Lot or the Common Property that are soiled by the Household Animal; and
  - (d) ensure that the Household Animal is vaccinated, microchipped and registered with the Council; and
  - (e) reduce any excessive noise of the Household Animal so as not to interfere with use and enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.
- 5.8 The Owners Corporation may withdraw its approval to keep a Household Animal on the Lot under this By-Law at any time if:
- (a) the Owners Corporation has issued a notice to the Owner or Occupier directing that the Owner or Occupier comply with a condition in this By-Law which the Owners Corporation believes.
  - (b) If the Owners Corporation forms the view that the Household Animal has become:
    - (i) vicious or aggressive; or
    - (ii) has caused on a continuing basis, annoyance, noise disturbance or other disturbance or nuisance to other Owners or Occupiers which has and is interfering with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property; or

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(iii) the Household Animal exceeds ten (10) kilograms in weight;

the Owners Corporation may withdraw its approval to keep a Household Animal on the Lot.

- 5.9 An Owner or Occupier who has received a notice under this clause must comply with the requirements of the notice within fourteen (14) days of receiving it.
- 5.10 An Owner or Occupier of a Lot who keeps an assistance animal on the Lot must, if required to do so by the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.
- 5.11 The Owners Corporation must establish and shall keep at all times an Animal Register to record:
- (a) any information provided to the Owners Corporation pursuant to clause 5.3; and
  - (b) details of complaints and/or contraventions of this By-Law.
- 5.12 In relation to any Household Animal approved under this By-Law the person so charged with its supervision must:
- (a) carry the Household Animal over the Common Property;
  - (b) make good within seven (7) days, or bear the cost of making good on demand by the Owners Corporation, any cleaning or damage caused to Common Property by the Household Animal. Any amount due under this clause may be recovered as a debt due and debited against the Owner's ledger;
  - (c) clean up any excrement or refuse left upon Common Property by the Household Animal;
  - (d) ensure the Household Animal is effectively controlled or otherwise contained/restrained and, without limiting the generality of the foregoing, ensure the Household Animal does not wander or escape onto another Owner or Occupier's Lot or onto Common Property; and
  - (e) ensure waste generated from Household Animals is treated and disposed of in accordance with any directives of the Owners Corporation from time to time, and, without limiting the generality of this By-Law, ensure:
    - (i) all waste from a Household Animal is double-bagged or placed in large, strong sealed bags; and
    - (ii) waste or litter is not placed in toilets.

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**6. Noise**

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

**6.2 Equipment and Machinery**

Owners and Occupiers must ensure that any equipment and machinery contained or operated within the Owner or Occupier's Lot or Common Property does not cause vibrations or noise in any part of the Strata Scheme which would interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

**6.3 Noise Generally**


An Owner or Occupier of a Lot must not perform any actions in rapid succession whether on the floor or interior walls of a Lot which would cause noise or vibrations in other Lots that would interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

**7. Behaviour of Owners, Occupiers and Invitees**

7.1 An Owner or Occupier of a Lot, or any invitee of an owner or Occupier of a Lot, when on Common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using the Common property.

7.2 An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or Occupier:

- (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common property;
- (b) comply at all times with each and every By-Law as it may apply and promptly and peacefully leave the Building in the event of a breach of any of the By-Laws; and
- (c) without limiting paragraph (a), that invitees comply with Clause 7.1.

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**8. Smoke & Odour Penetration**

- 8.1 An Owner or Occupier of a Lot, and any invitee of the Owner or Occupier, must not smoke tobacco or any other substance on the Common Property.
- 8.2 A person who is permitted under this By-Law to smoke tobacco or any other substance on Common Property must ensure that the smoke does not penetrate to any other Lot.
- 8.3 An Owner or Occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any invitee of the Owner of Occupier, on the lot does not penetrate to the Common Property or any other Lot.
- 8.4 An Owner or Occupier of a Lot must ensure that smoke or odour caused by any other activity by the Owner or Occupier, or any invitee of the Owner of Occupier, on the lot does not penetrate to the Common Property or any other Lot.

**9. Appearance of Lot & Balconies**


- 9.1 The Owner or Occupier of a Lot must not, maintain within the Lot anything visible from outside the Lot that, when viewed from outside the Lot, is not in keeping with the rest of the Building.
- 9.2 This By-Law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with By-Law 12.

**10. Advertising and Signage**

- 10.1 An Owner, Occupier or any invitee or person otherwise representing or acting on behalf of an Owner, Occupier or any invitee is not permitted to mark, erect or affix any thing to any surface of a Lot or Common Property of the Parcel including but not limited to sale and leasing activities.
- 10.2 The original owner of the Building is 537 Elizabeth Pty Ltd ACN 168 533 711 and it shall have the right to advertise and erect signs on the Common Property of the Building during the Advertising Period and no objection shall be raised by an Owner or Occupier or the Owners Corporation of the Building during the Advertising Period to any such advertising or signage.

**11. Cleaning Windows and Doors**

- 11.1 Except in circumstances referred to in Clause 11.2, an Owner or Occupier of a Lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property.
- 11.2 The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows, doors and balustrades that cannot be accessed by the Owner or Occupier of the Lot safely or at all.


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**12. Hanging out of Washing**

- 12.1 The hanging of washing on any balcony is not to be visible from any street and this By-Law may not be repealed or altered.
- 12.2 In this By-Law washing includes any clothing, towel, bedding or other article of a similar type.

**13. Disposal of Waste**

- 13.1 In this By-Law:
  - (a) **bin** includes any receptacle for waste; and
  - (b) **waste** includes garbage and recyclable material.
- 13.2 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.
- 13.3 An Owner or Occupier of a Lot 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.
- 13.4 An Owner or Occupier must:
  - (a) ensure that all waste disposed of as it may vary, is deposited into an appropriate receptacle within an area designated by the Owners Corporation;
  - (b) ensure that all waste disposed of in accordance with clause 13.4(a) is securely wrapped and drained;
  - (c) 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
  - (d) comply with the local Council's guidelines for the storage, handling, collection and disposal of waste.
- 13.5 An Owner or Occupier of a Lot must maintain bins for waste within the Lot, or on any part of the Common Property that is authorised by the Owners Corporation, in a clean and dry condition and keep appropriately covered.
- 13.6 An Owner or Occupier of a Lot must not place any thing in the bins of the Owner or Occupier of any other Lot except with the permission of that Owner or Occupier.
- 13.7 Unless the Owners Corporation advises otherwise an Owner or Occupier of a Lot must place the bins within an area designated for collection by the Owners Corporation not more than 12

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hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the Lot or other area authorised for the bins.

- 13.8 An Owner or Occupier of a Lot must notify the local Council of any loss of, or damage to, bins provided by the local Council for waste.
- 13.9 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 of Lots.
- 13.10 The Owner or Occupant of the Retail Lot shall not unreasonably withhold access to the Retail Waste Room on Lower Ground if an Owner or Occupant with a disability is unable to use the Residential Waste Room.

The Owner or Occupant with a Disability shall contribute whatever cost is reasonably incurred by the Owner or Occupant of the Retail Lot for the removal of their waste.

The Owner or Occupant with a Disability shall comply with rules regarding disposal of waste as if they were using the Residential Waste Room.

**14. Floor Coverings**

14.1 An Owner or Occupier must not interfere with the Floor Coverings within the boundaries of its Lot if such interference would affect the transmission of noise which might unreasonably disturb the peaceful enjoyment of an Owner or Occupier of another Lot.


14.2 An Owner or Occupier wishing to interfere with the Floor coverings of its Lot must:

- (a) have the written approval of the Owners Corporation or other relevant Authority required by law;
- (b) provide at its own cost any engineering and acoustic reports if requested by the Owners Corporation; and
- (c) maintain its own contents insurance policy in respect of the Floor Coverings if requested by the Owners Corporation.

**15. Window Coverings**


15.1 An Owner or Occupier must not interfere with the Window Coverings within the internal and external boundaries of its Lot if the interference would result in:

- (a) a form or colour not approved by the Strata Committee or Owners Corporation as may be amended from time to time;
- (b) a change that is not in keeping with the rest of the Building; or

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- (c) any non-compliance with these By-Laws or other relevant Authority's laws.
- 15.2 An Owner or Occupier with the written approval of an Owner may install a fly-screen to any window on the internal boundary of its Lot but only with:
  - (a) the written approval of the Owners Corporation; and
  - (b) compliance with the provisions of By-Law 15.1.
- 15.3 If an Owners Corporation provides its written approval under By-Law 15.2, an Owner or Occupier of a Lot shall maintain and keep in a good state of serviceable repair the fly-screen(s) for that Lot and must not damage or penetrate any main structure or aluminium window or door.
- 16. Barbeques**
- 16.1 An Owner or Occupier may store and operate a barbeque on the Balcony of its Lot if:
  - (a) it is not operated using solid fuel;
  - (b) it is a completely covered and portable gas or electric barbeque;
  - (c) its overall dimensions are no greater than 100cm height, 70cm width and 70cm depth;
  - (d) it is safely secured or stored so as to prevent any damage to the Lot of an Owner or Occupier caused by but not limited to any adverse weather or event whether so caused by or beyond the control of an Owner or Occupier; and
  - (e) it does not result in smoke or odour penetration as contemplated by By-Law 8 which would otherwise interfere with the peaceful enjoyment of the Owner or Occupier of another Lot.
- 16.2 An Owner or Occupier or any invitee is permitted to cook or barbeque on the electric BBQ provided on the rooftop of the Building which does not interfere with the peaceful enjoyment of the Owner or Occupier of another Lot.
- 17. Control of Vermin & Pests**
- 17.1 An Owner or Occupier is responsible for maintaining the good state of preservation and cleanliness of its Lot which would otherwise prevent and control the intrusion of any vermin, pests and insects.
- 17.2 An Owner or Occupier must notify the Committee or Owners Corporation immediately if any infestation of its Lot by vermin, pest or insect is discovered.



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**18. Satellite Dishes & TV Antennas**


- 18.1 An Owner or Occupier may not erect any satellite dish or television antenna on its Lot.
- 18.2 An Owner or Occupier may connect a device which requires access to an antenna or satellite dish but only if such connection is to the existing wiring within its Lot.

**19. Changes to Common Property**

- 19.1 An Owner or person authorised by an Owner may install, without the consent of the Owners Corporation:
  - (a) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot; or
  - (b) any structure or device to prevent harm to children
- 19.2 Clause 19.1 does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the Lot or to reduce the level of safety in the Lots or Common Property.
- 19.3 Any such locking or safety device, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building. For the avoidance of any doubt, any new installation must be fully concealed and not comprise any visible surface mounted conduit or cabling.
- 19.4 The Owner of a Lot must:
  - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in Clause 19.1 that forms part of the Common Property and that services the Lot; and
  - (b) repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, other device or structure referred to in Clause 19.1 that forms part of the Common Property and that services the Lot.

**20. Damage to Common Property**

- 20.1 The provisions of this By-Law are not intended to traverse By-Law 19 or Section 109 of the *Strata Schemes Management Act 2015* (NSW) as such an Owner or Occupier must not, unless permitted by the prior written approval of the Owners Corporation:
  - (a) use any equipment on the Common Property other than for its intended purpose;
  - (b) interfere with the operation of any equipment of the Owners Corporation;
  - (c) interfere with any Common Infrastructure;

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- (d) cause or permit any thing which damages any item of landscaping situated on the Common property; or
- (e) do any thing or permit any thing which might cause structural damage to the Building.

20.2 An Owner or Occupier must:

- (a) use the Common Property and equipment located therein for its intended purpose;
- (b) immediately notify the Owners Corporation of any damage to the Common Property whether or not caused or attributed to by said Owner or Occupier; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by it or its invitees.

**21. Obstruction of Common Property**

21.1 An Owner or Occupier of a Lot must not obstruct lawful use of Common Property by any person.

21.2 Without limitation on Clause 21.1 an Owner or Occupier may on a temporary and non-recurring basis obstruct the lawful use of Common Property (for example through the use of a furniture removal truck to move goods) however only with the written approval of the Owners Corporation.

**22. Children Playing on Common Property**

22.1 An Owner or Occupier of a Lot must not permit any child for whom the Owner or Occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on Common Property that is a laundry, car parking area or other area of possible danger or hazard to children.


**23. Access to Common Property Within a Lot**

23.1 The Owners Corporation may authorise persons to access Common Property within the lot of an Owner or Occupier provided reasonable notice is given.

23.2 The Owners Corporation may authorise access to the Common Property within a Lot for the purposes of:

- (a) maintenance, inspection or repair; or
- (b) inspecting, servicing or reading a meter.

23.3 An Owner or Occupier may request the Owners Corporation provide an authorised representative be present during any period access is granted by the Owners Corporation for

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persons to access the Common Property within the Lot of an Owner or Occupier to which the Owners Corporation may not unreasonably refuse.

**24. Moving Objects Through Common Property**

24.1 An Owner or Occupier is not permitted without a prior booking with the Owners Corporation or Committee to transport any large object through the Common Property which:

- (a) carries with it a risk of damaging any thing on and including the Common Property; or
- (b) disrupts the peaceful enjoyment of an Owner or Occupier of the Common Property for a sustained period of time

unless written approval has been provided by the Owners Corporation or Committee.

24.2 The Owners Corporation or Committee may specify the way in which an object is to be moved through the Common Property to which an Owner or Occupier may not object.

24.3 An Owner or Occupier is responsible for any damage to Common Property caused by transporting objects through the Common Property and must rectify the damage immediately and notify the Owners Corporation accordingly.

24.4 Where an Owner or Occupier has caused damage to Common Property under this By-Law and has not rectified the damage within seven (7) days the Building Manager or Owners Corporation may repair the damage so caused to the Common Property and levy a charge against the Lot of the Owner or Occupier to recover the reasonable costs incurred rectifying the damage.

24.5 The Owners Corporation may impose any reasonable requirement on an Owner or Occupier of a Lot who has requested the permission of the Owners Corporation to transport any object through the Common Property including but not limited to a requirement to pay a bond to cover any damage referred to in this clause 24.


**25. Reporting Defects in the Common Property**

25.1 An Owner or Occupier is to immediately notify the Owners Corporation or Committee of any defect in the Common Property or any personal property vested in the Owners Corporation.

**26. Removal of Abandoned Goods and Rubbish Left on Common Property**

26.1 An Owner is responsible for any goods, rubbish or other items left on Common Property to which the Owners Corporation has incurred any cost for the removal and or disposal of such goods, rubbish or items and is to compensate the Owners Corporation accordingly.

26.2 An Owner or Occupier indemnifies the Owners Corporation in respect of any claim for compensation made by a former Owner or Occupier which arises from the cost incurred for the

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removal and/or disposal of such goods, rubbish or items left by an Owner or Occupier on the Common Property.

**27. Preservation of Fire Safety**

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

**28. Storage of Inflammable Liquids and Other Substances and Materials**

28.1 An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the Common Property and inflammable chemical, liquid or gas or other inflammable material.

28.2 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.

**29. Change in Use or Occupation of Lot to be Notified**


29.1 An Owner or Occupier of a Lot must notify the Owners Corporation if the Owner or Occupier changes the existing use or occupation of its Lot.

29.2 Without limiting clause 29.1, a change that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes must notify and be approved by the Owners Corporation).

**30. Short Term Letting**

30.1 Except to the extent as permitted by the Management Act or any other law, an Owner or Occupier is not permitted under any circumstances to:

- (a) market its Lot for the purpose of Short-Term Letting or Holiday Letting; or
- (b) permit any persons to remain on its Lot under any Short-Term Letting or Holiday Letting arrangement.

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30.2 Lots within the Strata Scheme may only be leased out in accordance with a Residential Tenancy Agreement pursuant to the Residential Tenancies Act 2010 (NSW).

30.3 If a Lot is found to be occupied by any person(s) other than an Owner and that person(s) is not a party to a Residential Tenancy Agreement for the Lot, the person(s) will be in breach of By-Law 30.

### 31. Compliance with Planning and Other Requirements

31.1 The Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law.

31.2 The Owner or Occupier of a Lot must ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot.

### 32. Building Works


32.1 The Owner of a Lot in a Strata Scheme may carry out Cosmetic Works in connection with its Lot without the approval of the Owners Corporation pursuant to *Section 109 Strata Schemes Management Act 2015* (NSW) which includes though not limited to:

- (a) installing or replacing hooks, nails or screws for hanging paintings and other things on walls;
- (b) installing or replacing handrails;
- (c) painting;
- (d) filling minor holes and cracks in internal walls;
- (e) installing or replacing built-in wardrobes; or
- (f) without limitation on By-Law 15, installing or replacing internal blinds and curtains.


32.2 An Owner or Occupier is not permitted to carry out any Building Works unless it has obtained all and any necessary approvals from the Owners Corporation, Council or any other relevant Authority which would otherwise require the approval prior to commencing the Building Works and such approval is to be provided to the Owners Corporation prior to commencement.

32.3 The Owners Corporation may not unreasonably withhold its consent to a proposal by an Owner or Occupier for the carrying out of Building Works if:

- (a) the Building Works are consistent with the character and lawful use of the Lot; and
- (b) the Building Works will not impinge upon the peaceful enjoyment of the Common Property of an Owner or Occupier.

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- 32.4 An Owner or Occupier who is authorised to carry out Building Works must ensure the Building Works:
- (a) are carried out by qualified, reputable and licensed contractors who have been approved by the Owners Corporation; and
  - (b) any damage to the Common Property or to another Lot caused by the carrying out of Building Works is to be repaired at the cost of the Owner or Occupier so authorised to commence Building Works.
- 32.5 The Owners Corporation delegates its power to approve Minor Renovations to the Committee pursuant to *Section 110(6)(b) Strata Schemes Management Act 2015 (NSW)*.
- 32.6 An Owner or Occupier must not carry out any Building Works or alterations to any part of the Building that would compromise the structural integrity of the Building.
- 33. Controls on Hours of Operation and Use of Facilities**
- 33.1 The Owners Corporation may by special resolution make any reasonable determination for the control, management, administration, use or enjoyment of the Lots and Common Property of the Strata Scheme in relation to:
- (a) commercial business activities on a Lot or Common Property as approved where necessary by Council; and
  - (b) the facilities located on the Common Property.
  - (c) The rooftop terrace can only be used between 7:00am and 10:30pm, Mondays to Sundays. Amplified sound must not be provided in the common space at any time.
- 34. Fire Alarms & Fire Hazards**
- 34.1 An Owner or Occupier must not do anything or permit any invitees to do anything which might affect the fire safety of the Strata Scheme.
- 34.2 An Owner or Occupier is responsible for any cost incurred by the Owners Corporation if a fire alarm is activated without reasonable cause or is the result of carelessness by it or its invitees
- 35. Security**
- 35.1 The Owners Corporation has the responsibility of security, controlling access and security keys in so far as the provisions of this By-Law contemplate.


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35.2 The Owners Corporation has the overall responsibility for ensuring the security of the Building and may take all reasonable steps to:

- (a) Enter into or authorise the Building Manager to enter into an agreement with any such qualified person(s) for the provision of security personnel and security services;
- (b) Permit security personnel to monitor the security of the Building from any such designated part of the Building; and
- (c) Maintain and obtain any such security device reasonably required to ensure the security of the Building including but not limited to;
  - (i) roller shutters
  - (ii) locks
  - (iii) alarms,
  - (iv) CCTV, and
  - (v) communications systems.

35.3 **Security Keys**

- (a) If so required the Owners Corporation must make available to each Owner or Occupier a Security Key to enable said Owner or Occupier passage throughout the Building by the most appropriate or Direct Route as the case may be in order to access their Lot to which they are so entitled to access and use.
- (b) The Owners Corporation may charge any such reasonable fee or request a bond if an Owner or Occupier requests:
  - (i) an additional Security Key; or
  - (ii) a replacement Security Key
- (c) An Owner or Occupier or any other such person authorised by the Owners Corporation to be issued a Security Key must:
  - (i) not give it to any other person who is not an Owner or Occupier, unless they are satisfied that person will act responsibly;
  - (ii) not copy or duplicate it or permit any such act which would lead to its duplication;
  - (iii) do all reasonable things to ensure its retention or otherwise retained in a responsible manner;

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- (iv) immediately notify the Owners Corporation in each and every instance including but not limited to whether it is lost, stolen or damaged;
  - (v) pay to the Owners Corporation such reasonable fee for its replacement;
  - (vi) return it immediately if it is no longer required or if the right to access the Building no longer exists; and
  - (vii) comply with any reasonable directions of the Owners Corporation in relation to its use and management.
- (d) The Owners Corporation shall have the power to:
- (i) enter into any such arrangement with the Building Manager or any other relevant service provider in connection with the operation and management of Security Keys and the security systems of the Building generally;
  - (ii) re-code Security Keys and require the return of any Security Key for that purpose; and
  - (iii) limit the number of Security Keys issued so as to maintain the security of the Building.
- (e) Any reasonable request by an Owner or Occupier relating to access arrangements must be taken into account in connection with the Owners Corporation's operation and management of Security Keys.

**36. Provision of Amenities or Services**

36.1 The Owners Corporation may, by resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:

- (a) security services;
- (b) promotional services;
- (c) advertising;
- (d) commercial cleaning;
- (e) domestic services;
- (f) garbage disposal and recycling services;
- (g) electricity, water or gas supply; and



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(h) telecommunication services.

36.2 Any such resolution passed pursuant to this By-Law must indicate the conditions and amount required by the Owners Corporation as it may be to enter into and maintain such amenity or service stipulated.

**37. Rights of the Owners Corporation to Enter Your Lot**

37.1 The Owners Corporation or any of its contractors so authorised may enter the Lot of an Owner or Occupier to operate, inspect, test, treat, use, maintain, repair or replace Common Property.

37.2 The Owners Corporation must provide reasonable notice to the Owner or Occupier prior to entering the Lot of an Owner or Occupier when exercising its rights under this By-Law.

**38. Notice Board**

38.1 The Owners Corporation must ensure that a notice board is erected and maintained and kept up to date, however the Owners Corporation shall have the absolute discretion as to the location of the notice board.

**39. Rules**

39.1 The Owners Corporation may make and amend rules about matters associated with the control, management, operation, security, appearance of the Building and Lots, signage and use of the Building.


39.2 An Owner or Occupier or their invitees must comply with the rules.

39.3 Where there is any inconsistency between a rule, the By-Laws prevails.

**40. Air-Conditioning**

40.1 This is a Common Property Rights By-Law.

40.2 Contrary to any other By-Laws, an Owner or Occupier of a Lot has a special privilege and exclusive use of the Air Conditioning Equipment that services the Lot of an Owner or Occupier (whether located on the Lot or on Common Property) as well as exclusive use of that part of

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the Common Property required in order to install and service the Air Conditioning Equipment on the Lot.

40.3 Where an Owner or Occupier is benefited by Air Conditioning Equipment that services its Lot that Owner or Occupier shall maintain and keep in a state of good and serviceable repair the Air Conditioning Equipment for that Lot.

40.4 An Owner is:

- (a) responsible for the costs associated with the running, maintenance and renewal or replacement of the Air Conditioning Equipment for that Lot and any modification to it; and
- (b) must indemnify the Owners Corporation against any liability or expense associated with the Air Conditioning Equipment for its Lot.

40.5 Where an Owner or Occupier fails to maintain the Air Conditioning Equipment in its Lot and requires the Owners Corporation to carry out works necessary to maintain or repair the Air Conditioning Equipment the costs incurred are to be reimbursed by the Owner or Occupier.

#### 41. Insurance Premiums

41.1 An Owner or Occupier must have consent from the Owners Corporation to do any thing that might invalidate, suspend or increase the premium on an insurance policy held by the Owners Corporation.

41.2 If the Owners Corporation gives its consent under this By-Law, the Owners Corporation may make conditions that, without limitation, require an Owner or Occupier to reimburse the Owners Corporation for the increased premium.

#### 42. Retail Tenancy


42.1 The Owners Corporation should not unreasonably withhold owner's consent for the Retail Tenancy to submit applications to Council for development applications and other authority approval requests.

#### 43. Service of Documents on Owner of Lot by Owners Corporation

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


#### 44. Storage Cages Located on the Lower Ground Floor

44.1 The storage cages located on the Lower Ground floor shall only be used for the storage of bikes or equipment that will not be affected by the environment of the Lower Ground floor.

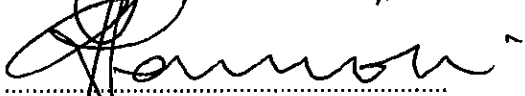
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- 44.2 Items other than bikes or equipment shall be stored in approved plastic containers with a lock-tight and sealed lid and all suitable containers must be raised off the Lower Ground floor surface to allow air to circulate.
- 44.3 The following items shall not be stored in the storage cages on the Lower Ground floor;
- Clothing;
  - Food or consumable products;
  - Timber items or furniture;
  - Paper or cardboard;
  - Any other item that may be detrimentally affected by moisture, and
  - Any other item that may attracts vermin, insects or other type of pest.
- 44.4 Maintenance may require access to storage cages and the Owner of the storage cage will not unreasonably prevent access to their storage cage for the purpose of maintenance in the building.

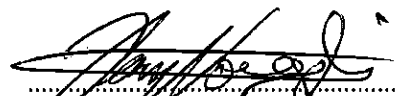
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EXECUTED by 537 Elizabeth Pty Ltd ACN 168 533 )  
 711 in accordance with section 127(1) of the )  
 Corporations Act 2001 (Cth) by authority of its )  
 directors: )


  
 .....  
 Signature of Director )

CON ATHANASSIOU.  
 .....  
 Name of Director (block letters) )

  
 .....  
 Signature of Director/Company Secretary\* )  
 \*delete whichever is not applicable

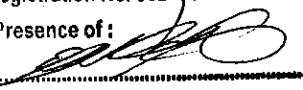
HARRY VOUGDIS  
 .....  
 Name of Director/Company Secretary\* (block )  
 letters)  
 \*delete whichever is not applicable

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CONSENT OF MORTGAGEE

SIGNED SEALED AND DELIVERED ) By executing this document the attorney  
 for and on behalf of ST.GEORGE ) states that they have received no notice  
 BANK - A DIVISION OF WESTPAC ) of revocation of the power of attorney  
 BANKING CORPORATION ABN 33 )  
 97 0457 141 by its attorney under power )  
 of attorney dated 17 January 2001 )  
 registration No. 332 Book 4299 in the )  
 Presence of :

  
 Witness (signature)

ELLEN PATAKOS  
 Name of Witness ( Print)

  
 ATTORNEY  
 Name: JOHN CHEAH  
 Tier: 3  
 Date: 6/12/2018