

**STRATA PLAN 82217**

**BY-LAWS**

## **STRATA PLAN 82217**

### **TABLE OF CONTENTS**

1 - Definitions and interpretation .....	3
2 - The community association and the community management statement .....	6
3 - The committee and the strata management statement.....	7
4 - Damage to lawns and plants on common property.....	7
5 - Damage to common property.....	7
6 - Owners and occupiers are responsible for others .....	8
7 - Appearance of lot .....	9
8 - Use of lot.....	9
9 - Carrying out building work on a lot .....	9
10 - Changing non structural walls .....	11
11 - Carrying out minor work on common property.....	13
12 - Refurbishment of common property .....	13
13 - Air conditioning system .....	13
14 - Mechanical ventilation system .....	13
15 - Rules .....	14
16 - Agreement with facilities manager .....	14
17 - Advertising .....	14
18 - Care of landscaped areas and planter boxes.....	15
19 -Emergency committee.....	15
20 - Occupational, health and safety.....	16
21 - Provision of amenities or services .....	16
22 - Outdoor furniture and other items .....	16
23 - Security keys and alarms.....	16
24 - Exclusive use areas.....	17
25 - Restricting access .....	18
26 - Car parking spaces .....	18
26.1 - Regulation of parking on common property .....	18
27 - Fire safety requirements.....	19
28 - Designated matters.....	19
29 - External flooring .....	19
30 - External screening devices.....	19
31 - Service of documents on owner of lot by owners corporation .....	22
Special by-law no. 1 – Renovations lot 99.....	22

## **1 - Definitions and interpretation**

### **1.1 Statutory definitions**

In this instrument a word or expression has the meaning given to it in the Strata Management Act if it is:

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

### **1.2 Further definitions**

In this instrument, unless the context clearly indicates otherwise:

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

**Affected Common Property** has the meaning given to it in **by-law 9**;

**Affected Lot** has the meaning given to it in **by-law 29**;

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

**Architectural Code** has the meaning given to it in the Strata Management Statement;

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

**Balcony** includes a courtyard or terrace;

**Building** has the meaning given to it in the Strata Management Statement;

**Car Parking Space** has the meaning given to it in by-law 26;

**Committee** means the building management committee established and maintained under the Strata Management Statement and required by the *Strata Schemes (Freehold Development) Act 1973 (NSW)*;

**Common Property** means the common property in the Strata Scheme;

**Community Association** means Community Association DP No. 270241;

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

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

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

**Community Plan** means DP 270241;

**Community Property** means lot 1 in the Community Plan;

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

**Designated Matters** means the matters set out in attachment 1 to this instrument;

**Emergency Committee** has the meaning given to it in **by-law 19**; Exclusive Use Area has the meaning given to it in **by-law 24**;

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

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

**Facilities Manager** has the meaning given to it in **by-law 16**;

**Facilities Management Agreement** has the meaning given to it in **by-law 16**;

**Frasers City Quarter** means Frasers City Quarter Pty Limited (ACN 119 168 884) and any persons authorised by Frasers City Quarter Pty Limited;

**Lot** means a lot in the Strata Plan;

**Mechanical Ventilation System** means mechanical ventilation plant and associated pipes, wires, cables and ducts installed at any time;

**Occupier** means:

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

**Owner** means:

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

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

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

**Representative** means, as the context requires:

- (a) a natural person appointed by the owners corporation to be the owners corporation's representative at meetings of the Community Association; or
- (b) a natural person appointed by the owners corporation to be the owners corporation's representative at meetings of the Committee;

**Rules** has the meaning given to it in **by-law 15**;

**Security Key** in relation to Common Property, has the meaning given to it in the Community Management Statement;

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

**Storage Space** has the meaning given to it in **by-law 27**.

**Strata Building** means the part of the Building constructed within the Strata Parcel;

**Strata Management Act** means the *Strata Schemes Management Act 1996 (NSW)*;

**Strata Management Statement** means the strata management statement having effect in relation to the Strata Parcel, including any rules made under it;

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

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

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

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

**Trio** means lots 32 - 35 DP 270241 and the structure at any time erected on those lots; and

**Wardens** has the meaning given to it in by-law 19.

### **1.3 Interpretation**

In this instrument, unless the context clearly indicates otherwise:

- (a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown and any other organisation or type of legal entity;
- (b) including is not a word of limitation;
- (c) the words at any time mean at any time and from time to time;
- (d) the word vary means add to, delete from or cancel;
- (e) maintain and maintain in good condition includes keep clean and tidy, repair as necessary and replace as necessary;
- (f) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;
- (g) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;
- (h) a reference to a natural person includes their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
- (i) a reference to a company includes its successors and permitted assigns;

- (j) a reference to a document is a reference to a document of any kind, including a plan;
- (k) where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is to be taken to be substituted a body or authority having substantially the same objects as the named body or authority;
- (l) a reference to any legislation or legislative provision includes any statutory modification or substitution of that legislative provision substituted for and any subordinate legislation issued under that legislation or legislative provision;
- (m) a reference to a time is to that time in Sydney;
- (n) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (o) a requirement to do any thing in this instrument includes a requirement to cause that thing to be done;
- (p) a word that is derived from a defined word has a corresponding meaning;
- (q) the singular includes the plural and vice-versa; and
- (r) words importing one gender include all other genders.

#### **1.4 Headings and Table of Contents**

By-law headings and the Table of Contents are inserted for convenience and do not affect the interpretation of this instrument.

#### **1.5 Notices**

Any notice, demand, approval, request or other communication under this instrument must be in writing.

#### **1.6 Consents by the owners corporation**

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

#### **1.7 Applications and complaints**

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

## **2 - The community association and the community management statement**

- (a) The Community Association is the primary management body for the Community Scheme.
- (b) The Community Association manages the Community Scheme according to the Community Management Statement.
- (c) The Community Association, the owners corporations in the Community Scheme and the owners and occupiers of lots in the Community Scheme are required to comply with the Community Management Statement.

(d) Nothing in these by-laws entitles the owners corporation, an Owner or an Occupier not to comply with the Community Management Statement.

(e) An Owner or Occupier must not do anything that would cause the owners corporation not to comply with the Community Management Statement.

(f) If a by-law or a part of a by-law in this instrument is inconsistent with the Community Management Statement, the Community Management Statement prevails to the extent of any such inconsistency.

(g) The owners corporation has the power to and must appoint a Representative to attend meetings of the Community Association.

### **3 - The committee and the strata management statement**

(a) The Committee manages the Building according to the Strata Management Statement.

(b) The Committee, the owners corporations in the Building and the owners and occupiers of lots in the Building are required to comply with the Strata Management Statement.

(c) Nothing in these by-laws entitles the owners corporation, an Owner or an Occupier not to comply with the Strata Management Statement.

(d) An Owner or Occupier must not do anything that would cause the owners corporation not to comply with the Strata Management Statement.

(e) If a by-law or part of a by-law in this instrument is inconsistent with the Strata Management Statement, the Strata Management Statement prevails to the extent of any such inconsistency.

(f) The owners corporation has the power to and must appoint a Representative to attend meetings of the Committee.

### **4 - Damage to lawns and plants on common property**

An Owner or Occupier must not, except with the prior approval of the owners corporation damage any lawn, garden tree, shrub, plant or flower on Common Property.

### **5 - Damage to common property**

(a) An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, anything that forms part of Common Property except with the prior approval of the owners corporation.

(b) An approval given by the owners corporation under by-law 5(a) cannot authorise any additions to Common Property.

(c) This by-law 5 does not prevent an Owner or person authorised by an Owner from installing:

(i) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot;

(ii) any screen or other device to prevent entry of animals or insects into the Owner's Lot, provided that any screen installed is consistent and compatible with the framing device of the relevant window;

(iii) any structure or device to prevent harm to children; or

(iv) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot.

(d) Any locking or other safety device, screen, structure or device referred to in by-law 5(c) must:

(i) be approved by the Community Association if its approval is required under the Community Management Statement;

(ii) comply with the Architectural Code;

(iii) comply with any guidelines and aesthetic standards prescribed by the Community Association or the owners corporation from time to time in connection with its appearance and installation, if applicable;

(iv) be installed in a competent and proper manner;

(v) in the case of a deadlock, be installed by an authorised locksmith and comply with minimum requirements from time to time of any relevant Authority and be approved by the fire systems certifier appointed by the owners corporation; and

(vi) have an appearance after it has been installed in keeping with the appearance of the rest of the Strata Building.

(e) Despite section 62 of the Strata Management Act, the Owner of a Lot must:

(i) maintain and keep in a state of good and serviceable repair any locking or other safety device, screen, structure or device referred to in by-law 5(c) that forms part of Common Property and that services that Lot; and

(ii) repair any damage caused to any part of Common Property by the installation or removal of any locking or other safety device, screen, structure or device referred to in by-law 5(c) that forms part of Common Property and that services that Lot.

(f) The operation of this by-law 5 is subject to specific rights under any other by-law.

## **6 - Owners and occupiers are responsible for others**

(a) An Owner or Occupier must take all reasonable steps to ensure that any person on the Strata Parcel with their express or implied consent:

(i) complies with the Community Management Statement, the Strata Management Statement, these by-laws and any applicable Rules;

(ii) leaves the Strata Parcel if they do not comply as required by by-law 6(a)(i); and

(iii) does not do anything an Owner or Occupier are not themselves entitled to do under the Community Management Statement, the Strata Management Statement, these by-laws or any applicable Rules, including behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier or any other person lawfully on Common Property.

(b) If an Owner or Occupier leases or licenses their Lot, or part of their Lot, the Owner or Occupier must:

(i) give their tenant or licensee a copy of the Community Management Statement, the Strata Management Statement, these by-laws and any applicable Rules;

(ii) take reasonable steps to ensure the tenant or licensee and their visitors comply as required by by-law 6(a)(i) or leave the Strata Parcel; and



(iii) take all action reasonably available to them, including action under the lease or licence agreement, to ensure the tenant or licensee and their visitors comply with as required by by-law 6(a)(i) or leave the Strata Parcel.

(c) An Owner or Occupier must accompany its invitees whilst in the Strata Building at all times other than when those invitees are entering or leaving the Strata Building.

## **7 - Appearance of lot**

(a) An Owner or Occupier must not, except with the prior approval of the owners corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Strata Building.

(b) Any window covering or glass door covering must comply with the Architectural Code.

## **8 - Use of lot**

An Owner or Occupier must not use the Lot for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the good reputation of the Strata Scheme.

## **9 - Carrying out building work on a lot**

(a) The owners corporation approves an Owner carrying out building work on its Lot including the installation of a toilet, a basin, a bathroom, a kitchen and other items forming part of the general fit-out of a Lot, and on so much of Common Property, the use of which is reasonably necessary for the carrying out of the building work (**Affected Common Property**), on the following conditions:

(i) the Owner must satisfy the owners corporation that the building work complies with the Architectural Code, if required by the owners corporation;

(ii) the Owner must indemnify the owners corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out of the carrying out of the building work contemplated by this by-law 9 and the use of the result of the building work;

(iii) neither the carrying out of the building work nor the use of the result of the building work:

(A) damages, interferes with or interrupts any service lines, pipes or conduits whether Common Property or otherwise;

(B) damages or interferes with any Common Property that is a part of a wall or any other boundary between Lots;

(C) damages or interferes with any waterproofing of other membrane whether Common Property or otherwise;

(D) detrimentally affects the acoustic insulation or the fire protection integrity of the building elements (walls, floors, ceilings and the like) surrounding the Lot; or

(E) voids any warranties that the owners corporation or another Owner or Occupier is entitled to;

(iv) if any exhaust system is to be installed, including a kitchen exhaust hood, its size and type must be certified as appropriate by a qualified mechanical consultant;

(v) the owners corporation is to continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair Affected Common Property, except for anything added to Common Property; and

(vi) the Owner must obtain the consent of all Authorities whose consent is required by law.

(b) An Owner desiring to exercise rights under this by-law 9 must

(i) before doing any building work:

(A) give notice to the owners corporation;

(B) ascertain from the Facilities Manager or, if there is no Facilities Manager, the Strata Manager, where service lines, pipes and conduits are located;

(C) arrange with the Facilities Manager or, if there is no Facilities Manager, the Strata Manager suitable times and means by which access to the Building may be obtained;

(D) if the owners corporation so requests, provide a certificate from a structural engineer or a services engineer or both that the proposed work will not have any adverse effect on Common Property or any Lot;

(E) if the owners corporation so requests, provide evidence of such insurances as the owners corporation reasonably requires in connection with the building work to be carried out; and

(F) provide copies of all relevant Authority approvals required by law to the owners corporation;

(ii) comply with the reasonable requirements of the Facilities Manager or, if there is no Facilities Manager, the Strata Manager, about the times and means by which access to the Building is obtained and the building work is carried out;

(iii) only use qualified, reputable and, where appropriate, licensed contractors who have been approved by the owners corporation;

(iv) ensure that tradespeople and any persons involved in doing the building work comply with the reasonable requirements of the Facilities Manager or, if there is no Facilities Manager, the Strata Manager, about the times and means by which access to the Building is obtained and the building work is carried out;

(v) not damage Common Property, including service lines, pipes or conduits or interfere with, or interrupt them or any of them;

(vi) do the building work properly and to the reasonable satisfaction of any relevant Authority and, in respect of any Affected Common Property, to the reasonable satisfaction of the owners corporation;

(vii) comply with the consent of any relevant Authority;

(viii) repair any damage caused to Common Property or the property of another Owner or Occupier;

(ix) cause as little disturbance as is reasonably practicable to the Owners and Occupiers of other Lots;

(x) at the completion of the building work, if the owners corporation so requests, provide a certificate from a qualified consultant, or consultants, that neither the carrying out of the building work nor the use of the result of the building work has:

(A) damaged or interfered with, or will damage or interfere with, any service lines, pipes or conduits whether Common Property or otherwise;

(B) damaged or interfered with, or will damage or interfere with, any Common Property that is part of a wall or any other boundary between Lots;

(C) damaged or interfered with, or will damage or interfere with, any waterproofing or other membrane whether Common Property or otherwise; and

(D) detrimentally affected, or will detrimentally affect, the acoustic insulation or the fire protection integrity of the building elements (walls, floors, ceilings and the like) surrounding the Lot; and

(xi) the owners corporation may, for the purposes of this by-law 9 at any time prescribe the days and hours of the day during which access to the Strata Building may be obtained for the carrying out of building work.

## **10 - Changing non structural walls**

(a) An Owner may:

(i) alter or remove non structural walls in its Lot; and

(ii) make openings in a Common Property wall between 2 Lots owned by that Owner on the following conditions:

(A) the Owner must satisfy the owners corporation that the building work complies with the Architectural Code, if required by the owners corporation;

(B) the Owner must indemnify the owners corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to any person arising out of the carrying out of the building work contemplated by this **by-law 10** and the use of the result of the building work;

(C) neither the carrying out of the building work nor the use of the result of the building work:

(I) damages, interferes with or interrupts any service lines, pipes or conduits whether Common Property or otherwise;

(II) damages or interferes with any waterproofing or other membrane, whether Common Property or otherwise; or

(III) voids any warranties that the owners corporation or another Owner or Occupier are entitled to;

(D) the owners corporation is to continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair Common Property, the use of which is reasonably necessary for the carrying out of the building work, except for anything added to Common Property; and

(E) the Owner must obtain the consent of all Authorities whose consent is required by law.

(b) An Owner desiring to exercise rights under this **by-law 10** must:

(i) before doing any building work:

(A) give notice to the owners corporation;

(B) arrange with the Facilities Manager or, if there is no Facilities Manager, the Strata Manager suitable times and means by which access to the Strata Building may be obtained;

(C) ascertain from the Facilities Manager or, if there is no Facilities Manager, the Strata Manager where service lines, pipes and conduits are located;

(D) if the owners corporation so requests provide a certificate from a structural engineer or an architect that the proposed building work will not have any adverse effect on Common Property or any Lot;

(E) if the owners corporation so requests, provide evidence of such insurances as the owners corporation requires in connection with the building work to be carried out; and

(F) provide copies of all relevant Authority approvals required by law to the owners corporation;

(ii) comply with the reasonable requirements of the Facilities Manager or, if there is no Facilities Manager, the Strata Manager about the time and means by which access to the Strata Building is obtained and the building work is to be carried out;

(iii) only use qualified, reputable and, where appropriate licensed contractors who have been approved by the owners corporation;

(iv) ensure that tradespeople and any persons involved in doing the building work comply with the reasonable requirements of the Facilities Manager or, if there is no Facilities Manager, the Strata Manager about the times and means by which access to the Strata Building is obtained and the building work is carried out;

(v) not damage Common Property, including service lines, pipes or conduits or interfere with or interrupt them or any of them;

(vi) do the building work properly and to the reasonable satisfaction of the owners corporation and any relevant Authority;

(vii) comply with the consent of any relevant Authority;

(viii) repair any damage caused to Common Property or the property of another Owner or Occupier;

(ix) cause as little disturbance as is reasonably practicable to the Owners and Occupiers of other Lots; and

(x) at the completion of the building work, if the owners corporation so requests, provide a certificate from a qualified consultant, or consultants, that neither the carrying out of the building work nor the use of the result of the building work has:

(A) damaged or interfered with, or will damage or interfere with, any service lines, pipes conduits whether Common Property or otherwise; and

(B) damaged or interfered with, or will damage or interfere with, any waterproofing membrane or other membrane installed in Common Property or otherwise.

(c) The owners corporation may, for the purposes of this **by-law 10** from time to time prescribe the days and hours of the day during which access to the Strata Building may be obtained for the carrying out of building work.

(d) The owners corporation is not responsible for, and is not required to reinstate, any wall that has been altered or removed by an Owner.

## **11 - Carrying out minor work on common property**

(a) An Owner or an Occupier (with the Owner's prior approval), may do minor building work or make minor alterations to the interior of Common Property enclosing the Lot (for example, attach anything to Common Property or put nails or screws into Common Property walls) which has no material adverse effect on Common Property.

(b) An Owner must not remove or alter any structural wall, except with the prior approval of the owners corporation and in compliance with the Strata Management Act.

(c) An Owner or Occupier must not affix any lattice or grille to any part of the Owner's Lot that is visible from outside that Lot without the prior approval of the Community Association and the owners corporation.

## **12 - Refurbishment of common property**

In addition to its powers under the Strata Management Act and under other by-laws, the owners corporation has the power to Refurbish Common Property.

## **13 - Air conditioning system**

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

(a) the Owner indemnifies the owners corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this by-law 13 and the use of the Air Conditioning System;

(b) the Owner complies with all requirements of any Authority in connection with the Air Conditioning System;

(c) the Owner is responsible for the running costs of the Air Conditioning System;

(d) the Owner maintains and keeps the Air Conditioning System in good and serviceable repair;

(e) the Owner is responsible for the renewal or replacement of the Air Conditioning System, if necessary; and

(f) the owners corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Common Property contiguous to the Air Conditioning System.

## **14 - Mechanical ventilation system**

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

(a) the Owner indemnifies the owners corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this by-law 14 and the use of the Mechanical Ventilation System;

- (b) the Owner complies with all requirements of any Authority in connection with the Mechanical Ventilation System;
- (c) the Owner is responsible for the running costs of the Mechanical Ventilation System;
- (d) the Owner maintains and keeps the Mechanical Ventilation System in good and serviceable repair;
- (e) the Owner is responsible for the renewal or replacement of the Mechanical Ventilation System, if necessary; and
- (f) the owners corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Common Property contiguous to the Mechanical Ventilation System.

## **15 - Rules**

- (a) In addition to its powers under the Strata Management Act and under other by-laws, the owners corporation has the power under this **by-law 15** to make rules about the control, management, operation, use and enjoyment of the Strata Parcel generally and Common Property or a part of it, in particular (Rules).
- (b) The owners corporation may vary Rules at any time.
- (c) If a Rule is inconsistent with the Community Land Management Act, Strata Management Act, Community Management Statement, Strata Management Statement, any by-law in this instrument or a requirement of an Authority, the Community Land Management Act, Strata Management Act, Community Management Statement, Strata Management Statement, by-law in this instrument or requirement of an Authority, as the case may be, prevail to the extent of the inconsistency.
- (d) Rules bind an Owner and Occupier and any person on the Strata Parcel with the express or implied consent of an Owner or Occupier or the owners corporation.

## **16 - Agreement with facilities manager**

- (a) In addition to its powers under the Strata Management Act, the owners corporation has the power under this **by-law 16** to appoint and enter into an agreement (**Facilities Management Agreement**) with an appropriately qualified person (**Facilities Manager**) to provide facilities management, asset maintenance, contract management, operational services and do anything else that the owners corporation agrees is necessary for the management and operation of the Strata Parcel or the Strata Scheme, at a fee.
- (b) The owners corporation has the power to grant the Facilities Manager exclusive use of part of the Common Property.

## **17 - Advertising**

- (a) An Owner or Occupier must not, except with the prior approval of the owners corporation, erect, display, affix or exhibit in the Strata Parcel any Advertising visible from any Lot or the Common Property or from outside the Strata Parcel.
- (b) Frasers City Quarter can, without obtaining the approval of the owners corporation, erect, display, affix or exhibit Advertising on the Common Property, or on any Lot of which Frasers City Quarter is the Owner or Occupier, in connection with Selling and Leasing Activities.
- (c) In erecting, displaying, affixing or exhibiting Advertising in accordance with **by-law 17(b)**, Frasers City Quarter must:

(i) use reasonable endeavours to ensure that Owners or Occupiers are caused as little inconvenience as is reasonably practicable; and

(ii) cause any damage resulting from the Advertising to be repaired on a timely basis and in a good workmanlike manner.

(d) Frasers City Quarter can, without obtaining the approval of the owners corporation, use any Lot of which Frasers City Quarter is the Owner or Occupier, as a display unit in connection with Selling and Leasing Activities.

## **18 - Care of landscaped areas and planter boxes**

(a) An Owner or Occupier whose Lot includes a landscaped area or planter boxes on the boundary of the Lot or a Balcony adjoining or within the Lot must ensure that:

(i) so far as is practicable any grass and plants in the landscaped area or a planter box are maintained in a healthy and vigorous condition;

(ii) any grass or plant which is damaged, diseased or dies is promptly replaced, where practicable, with grass or a plant of the same species and similar size or with another plant as agreed with the owners corporation;

(iii) the planter box is properly maintained and kept in a state of good repair in accordance with the directions given by the owners corporation from time to time;

(iv) the protective membrane located beneath the planter box is not interfered with or damaged;

(v) in watering plants on any Balcony adjoining the Lot, an Owner or Occupier must be careful not to detrimentally affect Common Property or any other Lot and will not have a mechanical watering system installed on a Lot; and

(vi) the planter box is of a type approved by the Community Association and the owners corporation.

(b) If an Owner or Occupier fails to comply with this by-law 18 the owners corporation may give notice requiring compliance.

(c) If an Owner or Occupier fails to comply with a notice given under this **by-law 18**, the owners corporation or the Facilities Manager, if one has been appointed, may at the expense of the Owner or Occupier, carry out works reasonably necessary to ensure compliance with this by-law 18.

(d) Any expense incurred by the owners corporation or the Facilities Manager under this by-law 18 is recoverable as a debt against the Owner or Occupier in a court or tribunal of competent jurisdiction.

## **19 -Emergency committee**

(a) The executive committee of the owners corporation has the power to establish an emergency management committee for the Strata Building (Emergency Committee).

(b) If established, the Emergency Committee must:

(i) nominate so many of the Owners or Occupiers that they determine, acting reasonably, are adequate to be trained as fire wardens for the Strata Building (Wardens); and

(ii) ensure that the Wardens are trained in accordance with the requirements of the relevant Authority in:

(A) assisting with the orderly and effective evacuation of the Strata Building during an emergency; and

(B) the correct and effective use of the portable fire extinguishers located around the Strata Building under real fire conditions.

## **20 - Occupational, health and safety**

An Owner or Occupier of a Lot must not create any hazard that may breach occupational health and safety standards. This by-law refers to occupational health and safety standards referable to Australian Standards or under the provisions of the Occupational Health and Safety Act 2000 (NSW).

## **21 - Provision of amenities or services**

(a) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:

(i) security;

(ii) window cleaning;

(iii) garbage disposal and recycling services; (iv) electricity, water or gas supply;  
(v) telecommunication services (for example, cable television); and

(vi) other essential services.

(b) If the owners corporation makes a resolution referred to in by-law 21 (a) to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount payable for the amenity or service or the basis on which that amount is calculated and the conditions on which, it will provide the amenity or service.

## **22 - Outdoor furniture and other items**

(a) An Owner or Occupier must not place or maintain outdoor furniture, garden or planter boxes, pot plants, recreational equipment or barbecues on the Balcony of a Lot unless:

(i) it is of a type approved by the Community Association and the owners corporation;

(ii) the item will not cause damage to a Lot or Common Property; and

(iii) the item is not dangerous,

and then only in such a location that any item will not fall or be capable of falling or being blown by the wind off the Balcony, or otherwise cause a hazard to people or property.

(b) The owners corporation may require an Owner or Occupier, at the Owner's cost, to remove items from a Balcony that are not Common Property and replace them so that the owners corporation may inspect, repair or replace Common Property.

## **23 - Security keys and alarms**

(a) The owners corporation must make available to Owners and Occupiers not less than one set of Security Keys necessary to enable Owners and Occupiers to access the Strata Building for the purpose of passing over Common Property and car parking driveways as necessary to access their Lot.



- (b) The owners corporation may charge a fee or request a bond for the provision of more than one set of Security Keys.
- (c) Each Owner and Occupier to whom a Security Key is made available must comply with by-law 30 of the Community Management Statement.
- (d) The owners corporation must not unreasonably withhold consent to an application to an Owner or Occupier to install a security alarm on their Lot if:
  - (i) the alarm has "back to base" facilities;
  - (ii) the alarm is silent; and
  - (iii) the alarm does not have flashing lights.

**24 - Exclusive use areas**

The Owner of a Lot specified in Column 1 of the table to this **by-law 24 (Table)** has the right of exclusive use and enjoyment of the area specified in the adjacent row in Column 2 of the Table and shown on the Strata Plan (**Exclusive Use Area**), on the following conditions:

- (a) the Owner releases the owners corporation from all claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this by-law 24 and the use of the Exclusive Use Area except to the extent that they are caused or contributed to by the wilful or negligent act or omission of the owners corporation;
- (b) the Owner indemnifies the owners corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this by-law 24 and the use of the Exclusive Use Area except to the extent they are caused or contributed to by the wilful or negligent act or omission of the owners corporation;
- (c) the Owner complies with any directions of the Committee and the owners corporation in relation to providing unobstructed access to the Exclusive Use Area for the purposes of carrying out maintenance to the Building or any other purpose determined by the Committee or the owners corporation acting reasonably;
- (d) the Owner complies with all requirements of any Authority in connection with the Exclusive Use Area;
- (e) the Owner maintains and keeps the Exclusive Use Area in good and serviceable repair; and
- (f) the Owner must not erect fixtures in the Exclusive Use Area.

**Table to By-law 24**

<b>Column 1</b>	<b>Column 2</b>
<b>Lot number</b>	<b>Exclusive Use Area</b>
96	(a)
97	(b)

## **25 - Restricting access**

The owners corporation may for security reasons or effective control and management of the Strata Building:

- (a) close off or restrict access to parts of Common Property which are not required for access to any Lot except those parts of Common Property if any, that are subject to an easement for public access; and
- (b) restrict by security device access to levels in the Strata Building where an Owner and Occupier does not own or occupy a Lot or have exclusive use rights over Common Property.

## **26 - Car parking spaces**

(a) If a Lot comprises a space for car parking, such space (Car Parking Space) must only be used for the parking of registered and operational motor vehicles and motor cycles and must not be used for any other purpose, including:

- (i) as a storage area;
- (ii) for the washing of vehicles or equipment;
- (iii) for the carrying out of mechanical or other repairs; or
- (iv) to park boats, caravans or trailers.

(b) An Owner or Occupier must not, except with the prior approval of the owners corporation, install or erect any storage facility, whether fixed or moveable, within a Car Parking Space.

(c) A Car Parking Space must not, except with the prior approval of the owners corporation, be enclosed.

(d) The owners corporation is not responsible for:

- (i) anything stolen from a Car Parking Space; or
- (ii) damage to a motor vehicle, a motor cycle or anything else in a Car Parking Space, including, damage to a motor vehicle or a motor cycle entering or leaving the Car Parking Space.

### **26.1 - Regulation of parking on common property**

(a) The Owners Corporation and each Owner and Occupier must comply with By-law 31 in the Community Management Statement regulating parking on Common Property in the Strata Scheme.

(b) The provisions of By-law 31 in the Community Management Statement apply to, and may be enforced in relation to, the Strata Scheme as if it were separately adopted by the Owners Corporation and registered as a by-law in respect of the Strata Scheme.

(c) Without limiting clause 26A(a) and (b) of this by-law, the Owners Corporation and each Owner and Occupier have, in respect of the Strata Scheme, the powers, rights, obligations, duties and liabilities set out in clauses 31.6 to 31.17 inclusive in the Community Management Statement.

## **27 - Fire safety requirements**

(a) In order to comply with the relevant Australian Standard at the date of registration of the Strata Plan, an Owner or Occupier whose Lot comprises a space for the storage of items (**Storage Space**) must not store items within 500 mm of any fire sprinkler heads within the Storage Space.

(b) An Owner or Occupier, once notified by the owners corporation, must comply with any changes to the relevant Australian Standard referred to in **by-law 27(a)**.

## **28 - Designated matters**

(a) The owners corporation must:

(i) if Frasers City Quarter serves notice requiring the owners corporation to do so, vote in favour of any motion in connection with a resolution of the Committee to implement or give effect to or which otherwise beneficially affects any of the Designated Matters or which is of assistance to Frasers City Quarter in the carrying out of the Designated Matters; and

(ii) if Frasers City Quarter serves notice requiring the owners corporation to do so, vote against any motion in connection with a resolution of the Committee which, if passed, would delay, hinder or prevent the implementation of or giving effect to or which would otherwise detrimentally affect the Designated Matters or which is not of assistance to Frasers City Quarter in the carrying out of the Designated Matters.

(b) This by-law 27 ceases to apply from the date 2 years after registration of the Strata Plan.

## **29 - External flooring**

(a) An Owner is responsible, at its expense, for the proper maintenance of and keeping in a state of good and serviceable repair any External Flooring within its Lot (Affected Lot).

(b) An Owner must not, except with the prior approval of the owners corporation, remove or replace External Flooring or otherwise interfere with, or damage, the protective membrane located beneath External Flooring.

(c) An Owner of an Affected Lot must indemnify the owners corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out the Owner's failure to comply with this by-law 29.

## **30 - External screening devices**

(a) External Screening Devices are Common Property and are to be maintained by the Owners Corporation;

(b) An Owner or Occupier whose Lot is serviced by an External Screening Device must only operate the External Screening Device in the manner for which it was designed; and

(c) An Owner or Occupier must not, except with the prior approval of the Owners Corporation, remove, replace, damage or otherwise interfere with an External Screening Device.

## **ATTACHMENT 1**

1 The creation, entering into, making, granting or dedication of:

- (a) easements, restrictions on use and positive covenants;
- (b) leases, agreement and arrangements;
- (c) rights and privileges; and
- (d) land

by the Community Association, the owners corporation, Frasers City Quarter Pty Limited or any other person.

2 The cancellation or variation of:

- (a) easements, restrictions on use or positive covenants;
- (b) leases, agreement or arrangements; or
- (c) rights and privileges

by the Community Association, the owners corporation, Frasers City Quarter Pty Limited or any other person.

3 As required by the relevant energy authority:

- (a) the construction within Common Property or elsewhere in Trio or the Community Parcel of one or more electricity substations (Substation Premises);
- (b) the grant to the relevant energy authority by the Community Association, the owners corporation, Frasers City Quarter Pty Limited or any other person of a lease of the Substation Premises; and
- (c) the grant to the relevant energy authority by the Community Association, the owners corporation, Frasers City Quarter Pty Limited or any other person of easements and other rights and privileges in connection with the Substation Premises.

4 The carrying out of the Development Activities.

In this paragraph Development Activities means:

- (a) any form of demolition work, excavation work or landscaping work in Trio;
- (b) any form of building work or work ancillary to or associated with building work in Trio including the installation of services;
- (c) any form of work other than the forms of work referred to in paragraphs (b) and (c) above that is considered necessary or desirable by Frasers City Quarter Pty Limited;
- (d) the subdivision of land forming part of Trio;
- (e) the conversion of a Community Development Lot to Community Property; and
- (f) the dedication of land forming part of the Community Parcel.

5 Until Frasers City Quarter Pty Limited completes the sale of all land forming part of Trio, Frasers City Quarter Pty Limited and persons authorised by Frasers City Quarter Pty Limited may:

- (a) conduct selling and leasing activities in and about the Community Parcel; and
- (b) place and maintain in and about the Community Parcel:
  - (i) signs of all kinds in connection with those selling and leasing activities; and
  - (ii) offices and other facilities for sales people.

6 Issues arising out of the management of:

- (a) the Community Scheme;
- (b) Building; and
- (c) the Strata Scheme.

7 The creation of rules by:

- (a) the Community Association;
- (b) the Committee; and
- (c) the Owners Corporation.

8 The application of:

- (a) By-laws;
- (b) the Community Management Statement;
- (c) the Strata Management Statement; and
- (d) rules created by:
  - (i) the Community Association;
  - (ii) the Committee; and
  - (iii) the Owners Corporation.

9 The variation of:

- (a) By-laws;
- (b) the Community Management Statement;
- (c) the Strata Management Statement; and
- (d) rules created by:
  - (i) the Community Association;
  - (ii) the Committee; and
  - (iii) the Owners Corporation.

10 The appointment of a Representative.

11 Issues in connection with the entering into and operation of:

(a) the Committee's agreement with a Facilities Manager; or

(b) the Owners Corporation's agreement with a Facilities Manager.

12 The production of the certificate of title for the Common Property at the Department of Lands to enable registration of a strata plan, to effect severance of a Lot from the Strata Scheme or to record registration of an instrument or other dealing.

13 The production of the certificate of title for the Community Property at the Department of Lands at any time to enable registration of a community plan of subdivision, to effect the severance of a community development lot from the Community Scheme or to record registration of a dealing or other instrument.

14 Obtaining approval by the local council of development of any part of Trio.

15 Attaching structures and services to structures and services previously constructed or installed and the construction and installation of further services in or on Community Property by Frasers City Quarter Ply Limited or another person.

### **31 – Service of documents on owner of lot by owners corporation**

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

### **Special by-law no. 1 – Renovations lot 99**

#### **1. Introduction**

This by-law gives the owner of lot 99 special privileges to carry out and retain works on the lot and common property and exclusive use and enjoyment of the common property occupied by the works on certain conditions.

#### **2. Definitions**

In this by-law:

“**drawing**” means the drawing attached to this by-law,

“**lot**” means lot 99 in Strata Plan No. 82217,

“**owner**” means the owner for the time being of the lot (being the current owner and all successors), and

“**works**” means the alterations and additions to the lot and the adjacent common property described and shown in the drawing and including but not limited to:

- replacing the tiles in the laundry with new tiles and waterproofing with Ardex WPM 155 Rapid and soundproofing with Acoustic Supplies 10mm Vibramat,
- replacing the timber floors in the living area and two bedrooms with porcelain tiles, and soundproofing with Acoustic Supplies 10mm Vibramat and
- removing part of the non-structural wall between the living area and bedroom and installing sliding doors in its place.

### **3. Works Authorisation, Special Privileges & Exclusive Use Rights**

The owners corporation:

(a) authorises the works,

(b) confers on the owner special privileges in respect of the common property to be occupied by the works to permit the works to remain on that common property, and

(c) grants the owner a right of exclusive use and enjoyment of the common property to be occupied by the works,

upon and subject to the conditions set out in this by-law.

### **4. The Conditions**

#### **4.1. Before the Works**

##### **(a) Planning Approvals**

Before commencing the works, the owner must, if required by law, obtain a complying development certificate for the works, or development consent for the works from the Local Council, under the Environmental Planning and Assessment Act 1979 and give the owners corporation a complete copy of the certificate or consent including all conditions of consent.

##### **(b) Insurance Certificates**

Before commencing the works, the owner must give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the contractor to be engaged on the works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim and note the interests of the owners corporation and a certificate of insurance evidencing any home building compensation fund insurance for the works that is required under and complies with the Home Building Act 1989.

##### **(c) Costs of this By-Law**

Before commencing the works, the owner must pay all reasonable costs of the owners corporation incurred in connection with the preparation, reviewing, passing and registration of this by-law. The owners corporation may refuse to execute any document relating to the registration of this by-law until such time as those costs are paid by the owner.

#### **4.2. During the Works**

##### **(a) Quality of the Works**

The works must be carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

##### **(b) Licensed Contractors**

All contractors engaged on the works must be appropriately qualified and licensed under the Home Building Act 1989.

##### **(c) Specifications for the Works**

The owner must ensure that the works are carried out and completed in accordance with the drawing and any other specifications for them. In all other respects but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the works must comply with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.

**(d) Time for Completion of the Works**

The owner must ensure that the works are done with due diligence and within a reasonable time from the date of commencement.

**(e) Work Hours**

The owner must ensure that the works are only carried out between the hours permitted by the Local Council or, if the Council does not prescribe any work times, between 8.00am – 5.00pm on Monday – Friday.

**(f) Noise and Disturbance**

The owner must ensure that minimum disturbance is caused to the common property during the works and that the works do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

**(g) Location of the Works**

The works must be installed entirely on the lot and the common property adjacent to that lot and must not encroach upon any other part of the common property or any other lot.

**(h) Transportation of Construction Equipment**

The owner must ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation.

**(i) Debris**

The owner must ensure that any debris associated with the works is removed daily and strictly in accordance with any reasonable directions given by the owners corporation.

**(j) Protection of Building**

The owner must protect the common property that is affected by the works from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to the lot, is protected from damage when construction materials, equipment and debris are transported over it.

**(k) Daily Cleaning**

The owner must clean any part of the common property affected by the works on a daily basis and keep all of that common property clean, neat and tidy during the works.

**(l) Storage of Building Materials on Common Property**

The owner must make sure that no building materials are stored on the common property.

**(m) Times for Operation of Noisy Equipment**

The owner must make sure that at least 24 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place near the entrance door to the building. The owner must only operate noisy equipment between 10.00am – 3.00pm on Monday – Friday.



#### **(n) Vehicles**

The owner must ensure that no contractor's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary.

#### **(o) Right of Access**

The owner must give the owners corporation's nominated representatives access to inspect the works within 48 hours of any request by the owners corporation.

#### **(p) Cost of the Works**

The owner must pay all costs associated with the works.

### **4.3. After the Works**

#### **(a) Completion Notice**

As soon as practicable after completion of the works, the owner must notify the owners corporation in writing that the works have been completed.

#### **(b) Restoration of Common Property**

As soon as practicable after completion of the works, the owner must restore all other parts of the common property affected by the works as nearly as possible to the state they were in immediately before the works.

### **4.4. Enduring Obligations**

#### **(a) Maintenance of the Works**

The owner must, at the owner's own cost, properly maintain the works and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the works.

#### **(b) Maintenance of the Common Property**

The owner must, at the owner's own cost, properly maintain the common property occupied by the works and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.

#### **(c) Repair of Damage**

The owner must, at the owner's own cost, make good any damage to the common property or another lot caused as a result of the works no matter when such damage may become evident.

#### **(d) Appearance of the Works**

Except to the extent that this by-law may otherwise provide, the works must have an appearance which is in keeping with the appearance of the rest of the building.

#### **(e) Indemnity**

The owner will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the works, the altered state, condition or use of the common property arising from the works or any breach of this by-law.

**(f) Compliance with all Laws**

The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works.

**5. Breach of this By-Law**

(a) If the owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:

- (i) rectify that breach,
- (ii) enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the Strata Schemes Management Act 2015 for the purpose of rectifying that breach, and
- (iii) recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.

(b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

