


Approved Form 7	Strata Plan By-laws	Sheet 1 of 34 sheets
Registered:  14.6.2017	Office Use Only SP95141	

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

Strata By Laws
for Darling Square (South West – Wirth House)

SP 95141

SP95141
SHEET 2 of 34 SHEETS

SP95141

ePlan

Table of contents

1.	Definitions and interpretation	4
2.	Use of Lot	9
3.	Standing and parking vehicles	11
4.	Obstruction of Common Property.....	12
5.	Plants on Common Property	12
6.	Damage to Common Property	12
7.	Behaviour of Owners and Occupiers	13
8.	Owners and Occupiers are responsible for Invitees	14
9.	Waste disposal	15
10.	Cleaning windows, louvers and doors.....	16
11.	Storage of inflammable liquids and other substances and materials.....	17
12.	Moving furniture and other objects on or through Common Property.....	17
13.	Floor coverings	18
14.	Keeping of animals.....	19
15.	Appearance of Lot.....	20
16.	Insurance premiums.....	22
17.	Carrying out Major Building Work and Minor Building Work.....	23
18.	Refurbishment of Common Property.....	25
19.	Rules	25
20.	Agreement with Building Manager	25
21.	PV Cells lease or licence.....	26
22.	Advertising.....	26
23.	Work, health and safety.....	26
24.	Provision of amenities or services.....	27
25.	Security.....	30
26.	Security keys and alarms	31
27.	Restricting access	32
28.	Strata Management Statement	32

SP95141

SECRET 3 of 34 SECRET

ePlan

29.	Notice board	33
30.	Staged development	33

SP95141

SUCCET 4 of 34 SUCCETS

ePlan

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

1. Definitions and interpretation

1.1. Statutory definitions

In this instrument, unless the context clearly indicates otherwise, 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

The meanings of the terms used in this instrument are set out below.

Term	Meaning
Advertising	any sign, placard, banner, notice or other marketing material.
Affected Common Property	the meaning given to that term in by-law 17.
Affected Common Property Bollard Area	the meaning given to that term in by-law 2.4.
Authority	any governmental or semi-governmental administrative, fiscal or judicial department or entity, a statutory agency or authority or the local council.
BMC	the 'Committee' as that term is defined in the SMS.
Building	the land and improvements on the land (including the building known as Wirth House) the subject of the Strata Scheme.
Building Management Agreement	the meaning given to that term in by-law 20.
Building Manager	the meaning given to that term in by-law 20.
Building Services	any Services provided on or through the Common Property to a Lot whether by the Owners Corporation or otherwise and includes all plant and equipment in connection with those Services whether or not that plant and equipment is located on the Common Property.
Building Services Agreement	the meaning given to that term in by-law 24.7(a), and may comprise part of the Building Management Agreement.
Business Day	a day that is not a Saturday, Sunday, bank holiday, or gazetted public holiday in Sydney.
Common Property	the common property in the Strata Scheme.
Common Property Lease	the lease granted by Place Management NSW to the Owners Corporation over the Common Property, dated on or about the date of registration of the Strata Plan.

SP95141

SHEET 5 of 34 SHEETS

ePlan

Term	Meaning
Complex	the meaning given to that term in the SMS.
Data	<p>the data captured through telemetry or other electronic, manual or mechanical means from utility meters or other building services systems relating to:</p> <ul style="list-style-type: none">(a) any private or state utility or Authority providing utilities or services including electricity, thermal energies, recycled water supply, potable water supply and gas; and(b) any building services or facility including non-potable water and photovoltaic cells.
Developer	Lendlease (Haymarket) Pty Limited ABN 51 437 725 177.
Development Act	the <i>Strata Schemes Development Act 2015</i> (NSW).
Development Consent	<ul style="list-style-type: none">(a) development consent number SD6011 issued by the Department of Planning & Infrastructure or any modification of that consent; and(b) development consent number D/2016/1712 issued by the City of Sydney Council.
Excluded Dog	<p>any dog:</p> <ul style="list-style-type: none">(a) declared by an authorised officer of a council under the Companion Animals Act 1998 (NSW) (or the regulations passed under that Act) to be a restricted dog; and(b) prohibited from importation into Australia by the Commonwealth Government or by or under the Customs Act 1901 (Cth).
Invitee	any person on the Complex with the express or implied consent of the Owner or Occupier.
Lift Service Agreement	the meaning given to that term in by-law 24.6(a) and may, if applicable, comprise part of the Building Management Agreement.
Lot	a lot in the Strata Plan.
Maintain	includes maintain in good condition (including keeping the relevant item or area clean and tidy), repair as necessary and replace as necessary.
Major Building Work	any work of a building or construction nature where the work will penetrate affect or alter the Common Property in any way, and which is not Minor Building Work.
Make Good	<p>the obligation of an Owner to make good:</p> <ul style="list-style-type: none">(a) the Affected Common Property; and(b) the Affected Common Property Bollard Area, <p>to the reasonable satisfaction of the Owners Corporation. For the avoidance of doubt, this includes restoring the concrete slab to its original</p>

SP95141

SUBJECT 6 of 34 SUBJECTS

ePlan

Term	Meaning
	condition as at the date prior to the installation of the bollard.
Minor Building Works	minor renovations or cosmetic work, as defined in the Strata Management Act.
Occupier	(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	(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.
Owners Corporation	the owners corporation created upon registration of the Strata Plan.
Owners Corporation Air Conditioning System	air conditioning plant and associated pipes, wires, cables and ducts installed at any time within the Common Property or any Lot by the Owners Corporation or person authorised by the Owners Corporation and which services the Lots.
Owners Corporation Hot Water System	hot water system and associated pipes, wires, cables and ducts installed at any time within the Common Property or any Lot by the Owners Corporation or person authorised by the Owners Corporation and which services the Lots.
Owners Corporation Systems	each of the Owners Corporation Air Conditioning System and the Owners Corporation Hot Water System.
PV Cells	photovoltaic cells intended to be installed in the Common Property by a third party under a lease or a licence in accordance with by-law 21.
Refurbish	includes but is not limited to any of the following: (a) the treatment of Common Property by painting, staining or polishing, as applicable or otherwise; (b) the replacement of any floor covering in the Common Property, including carpet and floor tiles which are worn or damaged and in need of replacement; and (c) the replacement of loose furnishings and chattels which are worn or damaged and in need of replacement.
Residential Lot Lease	a lease granted by Place Management NSW to an Owner over that Owner's Lot, dated on or about the date of registration of the Strata Plan.
Rules	the meaning given to that term in by-law 19.1.
Security Key	a key, card, fob, proximity reader or other device used to open and close

SP95141

SHEET 7 of 34 SHEETS

ePlan

Term	Meaning
	doors, gates and other means of regulating ingress and egress into and out of the Building or the Complex or both.
Selling and Leasing Activities	the activities relating to the sale, including sale by auction, and leasing of Lots.
Services	the services (such as water (potable and non-potable), drainage, gas, electricity, communications, fire fighting, air conditioning, thermal energies, lifts and escalators) running through or servicing the Building or the Complex and includes all plant, equipment, pipes, wires, cables, ducts and other conduits in connection with them.
Services Supplier	a supplier of Services, to an Owner, Occupier or the Owners Corporation.
SMS	a strata management statement, as contemplated by Division 5A of Part 2 of the Development Act, registered in respect of or in connection to the Strata Scheme.
Strata Committee	the meaning given to that term in the Strata Management Act.
Strata Management Act	the <i>Strata Schemes Management Act 2015</i> (NSW).
Strata Manager	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 Plan	the strata plan with which this instrument is registered.
Strata Scheme	the strata scheme created on registration of the Strata Plan with which this instrument is registered.
Vehicle	any passenger vehicle that has a height no greater than 2.1 metres which can be parked wholly within an Australian Standards compliant car space, including a car, utility, motorbike, boat, and bicycle and also includes any trailer related to the relevant vehicle.
White	the colour known as "Dulux Natural White" or such other similar colour as approved by the Owners Corporation from time to time.

1.3. Interpretation

In this instrument unless the context clearly indicates otherwise:

- (a) a reference to a person includes a natural person, partnership, corporation, statutory corporation, Authority, the Crown, an owners corporation and any other organisation or legal entity;
- (b) a reference to a natural person includes their personal representatives, successors and assigns;
- (c) a reference to a corporation includes its successors and assigns;
- (d) a reference to a body or Authority which ceases to exist is, unless otherwise prescribed by law, a reference to either a body or Authority that the parties agree to substitute for the named body or Authority or, failing agreement, to a body or Authority having substantially the same objects as the named body or Authority,

SP95141

SUCET 8 of 34 SUCET

ePlan

- (e) 'including' and 'includes' are not words of limitation;
- (f) the words 'at any time' mean 'at any time and from time to time';
- (g) the word 'vary' includes 'add to, delete from and cancel';
- (h) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;
- (i) a reference to a clause, paragraph, schedule, attachment or annexure is a reference to a clause, paragraph, schedule, attachment or annexure of or to this instrument;
- (j) a reference to a document is a reference to a document of any kind, including a plan;
- (k) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (l) a reference to a time is to that time in Sydney;
- (m) 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;
- (n) a requirement to do any thing includes a requirement to cause that thing to be done;
- (o) a word that is derived from a defined word has a corresponding meaning;
- (p) the singular includes the plural and vice-versa;
- (q) words importing one gender include all other genders;
- (r) a reference to a thing includes each part of that thing; and
- (s) an obligation or warranty on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally.

1.4. Headings and index

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

1.5. Notices

- (a) Any notice, demand, approval, request or communication under this instrument must be in writing.
- (b) For the avoidance of doubt, the Owners Corporation may serve notices under this instrument or under the Strata Management Act (to the extent permitted by the Strata Management Act) by email or other electronic means of communication.

1.6. Consents by the Owners Corporation

- (a) Consent by the Owners Corporation may be given on conditions, and the Owner obtaining the consent must comply with those conditions.
- (b) The Owners Corporation may revoke its consent (acting reasonably) at its option.
- (c) The operation of this by-law 1.6 is subject to specific rights under any other by-law.

SP95141

SUBJECT 9 of 34 SUBJECTS

ePlan

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.

2. Use of Lot

2.1. Residential use

- (a) Each Owner and Occupier will comply with the conditions in the Development Consent including conditions relating to the use of a Lot by the relevant Owner and Occupier.
- (b) An Owner or Occupier must notify the Owners Corporation if the Owner or Occupier changes the existing use of the Lot in a way 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).
- (c) Nothing in this by-law should be construed as authorising any Owner or Occupier of any Lot to change the use of their Lot. Any change of use of a Lot must comply with the Development Consent and be approved in writing by the Owners Corporation, City of Sydney Council, where applicable, and any other relevant Authority.

2.2. Restrictions on leasing and occupancy generally

An Owner or Occupier must not:

- (a) enter into a lease or other occupancy arrangement in respect of a Lot, where that lease or occupancy arrangement has a term of less than 3 months;
- (b) permit the Owners Corporation or an agent to advertise or organise for short term accommodation in the Building;
- (c) permit the number of persons (excluding children) ordinarily residing within a Lot to be more than:
 - (i) 6 persons, in the case of a Lot with 3 or more bedrooms;
 - (ii) 4 persons, in the case of a Lot with 2 bedrooms; or
 - (iii) 2 persons, in the case of a Lot with 1 bedroom; or
- (d) permit more than 2 persons (excluding children) to occupy any bedroom;
- (e) permit more than 2 beds (excluding children's beds, cots or bassinets) in any bedroom;
- (f) use the Lot or allow it to be used for a purpose or in a manner contrary to any applicable environmental planning instrument under the *Environmental Planning & Assessment Act 1979* (NSW);
- (g) conduct within the Building, or allow the conduct within the Building of, a business or commercial activity that involves the provision to an Occupier of the Lot of cleaning or laundry services or the supply of furniture or laundry for use by the Occupier;
- (h) use or permit the use of a Lot or any part of the Common Property for any business or commercial activity of any kind, except where being used as a home office if permitted pursuant to the Owners Corporation's lease of the Lot; or
- (i) advertise that the Lot is available for a purpose or is available for use in a manner proscribed by this by-law.

SP95141

SUGGEST 10 of 34 SUGGESTS

ePlan

2.3. Use of car parking area

If the Lot comprises an area for car parking, that area must be used only for the purpose of parking a Vehicle related to residence in that Lot and must not be used as an area for storage of any other items.

2.4. No enclosing car parking

- (a) Subject to by-law 2.4(b), by-law 2.4(c) and by-law 2.4(d), an Owner or Occupier must not erect any walls, barriers or similar items, or create by any other means an enclosure around any car parking area.
- (b) An Owner or person authorised by an Owner may erect or install bollards of a type prescribed by the Owners Corporation around or within the boundary of a car parking area comprising the relevant part of the Owner's Lot. The relevant Owner or Occupier must maintain that bollard to the reasonable satisfaction of the Owners Corporation.
- (c) If the installation of the bollard by the Owner or person authorised by the Owner referred to in by-law 2.4(b) penetrates, affects or alters the Common Property (**Affected Common Property Bollard Area**) in any way, then the Owner must Make Good the Affected Common Property Bollard Area if the relevant Owner or Occupier removes the bollard from the Affected Common Property Bollard Area at any time.
- (d) By-law 2.4 does not apply to Lots whose car parking areas, as at the date of registration of the Strata Plan, were enclosed with screening devices and were installed with remote controlled garage doors.

2.5. Use of storage space

- (a) An Owner or Occupier may, with the prior approval of the Owners Corporation (which may be given or withheld at its absolute discretion), install power points and additional lighting to the storage space component of the relevant Lot.
- (b) Without limiting by-law 3.4 in giving its approval under by-law 2.5(a) the Owners Corporation may impose reasonable conditions, including requirements for the Owner and Occupier to comply with the requirements of any Authority and including a requirement for the electricity to the storage space to be separately metered and for that electricity meter to be connected to the electricity meter for the relevant Lot.

2.6. No leasing etc

- (a) An Owner or Occupier must not lease, licence or part possession with the storage space or car parking area components comprising the Owner's or Occupier's Lot to any person other than a person residing in the Owner's or Occupier's Lot.
- (b) By-law 2.6(a) may not be amended unless the Owners Corporation has obtained the prior written approval of any relevant Authority.

2.7. Spa pools within Lots

- (a) The servicing, repair, maintenance or replacement of any spa pool that is contained within a Lot in the Building is the sole responsibility of the Owner of that Lot. Those Owners must keep any spa pool within their Lot properly maintained and serviced at all times.
- (b) Any Owner in breach of this by-law is responsible for any damage to their Lot, or any other Lot or Common Property caused by their failure or neglect.

SP95141

SHEET 11 of 34 SHEETS

ePlan

2.8. Installation of audio/audio visual equipment/other fixtures/fittings to inter-Lot walls and ceilings

- (a) Owners and Occupiers must comply with sections 109 and 110 of the Strata Management Act before installing or attaching any audio or audio visual equipment or other fixtures or fittings to the inter-Lot wall or ceiling of a Lot.
- (b) The Strata Committee must consent to the proposed installation or attachment if the Owner or Occupier provides a certificate from an acoustic engineer and a structural engineer that certifies the structural and acoustic integrity of the wall and ceilings will not be compromised by the proposed installation.

3. Standing and parking vehicles

3.1. On Common Property

- (a) An Owner or Occupier must not stand or park any Vehicle (including shopping trolleys or other motorised conveyance) on Common Property except with the prior approval of the Owners Corporation. A Vehicle parked or standing contrary to this by-law may be removed by the Owners Corporation at the cost of the Owner or Occupier and impounded until such costs are paid.
- (b) The Loading Dock is a shared facility for the Complex (and not merely for the Building), the use of which is regulated by the SMS.

3.2. Visitor and disability parking and Invitees

- (a) Without limiting by-law 3.1, an Owner or Occupier must not stand or park any Vehicle (including shopping trolleys or other motorised conveyance) in any visitor parking space, disability parking space or car parking area (other than the car parking area comprising the relevant part of the Owner's Lot) within the Building.
- (b) An Invitee of an Owner or Occupier:
 - (i) may stand or park any Vehicle in any visitor parking space that comprises Common Property for a period of not greater than 8 hours; and
 - (ii) must not stand or park any Vehicle (including shopping buggies or other motorised conveyance) in any car parking area (other than the car parking area comprising the relevant part of the Owner's Lot) within, subject to by-law 3.2(b)(i), the Building.

3.3. Bicycles

An Owner or Occupier must not permit any bicycle to be brought into any part of the Common Property including the foyers, lifts, stairwells, hallways, garden areas, walkways, balcony or other parts of the Common Property as may be designated by the Owners Corporation from time to time, except where the bicycle is being directly transported for the purpose of being stored within:

- (a) an Owner or Occupier's Lot or any storage space or car parking area affiliated with such Lot; or
- (b) any area allocated for Invitees to the Building to store or park their bicycles.

3.4. Power sources

- (a) An Owner or Occupier has the right to use any power source located within a Lot provided that the power source is separately metered and that the meter is connected to the electricity meter for the relevant Lot.

SP95141

SUGET 12 of 34 SUGET

ePlan

- (b) The Owners Corporation has the right to disconnect any power source used by an Owner or Occupier in contravention of by-law 3.4(a).

4. Obstruction of Common Property

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

5. Plants on Common Property

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

- (a) damage any tree, shrub, plant or flower on Common Property; or
- (b) use any portion of the Common Property for their own purposes as a garden.

6. Damage to Common Property

6.1. Not to cause damage

- (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 Owner or Occupier must immediately inform the Owners Corporation upon becoming aware of any material damage or a significant accident in the Premises or in the Common Property.

6.2. No additions to Common Property

An approval given by the Owners Corporation under by-law 6.1 cannot authorise any additions to Common Property.

6.3. Security, decorations, painting etc.

Subject to by-laws 6.4 and 6.5, this by-law 6 does not prevent an Owner or person authorised by an Owner from:

- (a) installing (other than in or on any Common Property) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot;
- (b) installing any structure or device to prevent harm to children within the Owner's Lot;
- (c) installing any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot; or
- (d) painting, staining or polishing, as applicable, the internal surfaces of the walls in the Owner's Lot.

6.4. Security devices

- (a) An Owner or Occupier must obtain the prior consent of the Owners Corporation before installing any locking or other safety device, screen, structure or device referred to in by-laws 6.3(a), 6.3(b) and 6.3(c), and without limiting any conditions that may be imposed by the Owners Corporation, each of those items must:
 - (i) be installed in a competent and proper manner;

SP95141

SUBJECT 13 of 34 SUBJECTS

ePlan

- (ii) in the case of a deadlock, comply with by-law 25.6(d) and 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;
 - (iii) comply with any guidelines and aesthetic standards prescribed by the Owners Corporation from time to time in connection with its appearance and installation; and
 - (iv) have an appearance after it has been installed in keeping with the appearance of the rest of the Building.
- (b) Despite by-law 6.4(a), an Owner or Occupier does not require the prior consent of the Owners Corporation before installing a deadlock provided that promptly after the installation the Owner or Occupier provides the Owners Corporation with written confirmation from an authorised locksmith of compliance with the requirements of by-law 6.4(a)(ii).

6.5. Owner to maintain

Despite section 106 of the Strata Management Act, the Owner of a Lot must:

- (a) 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 6.3 that forms part of Common Property and that services that Lot; and
- (b) 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 6.3 that forms part of Common Property and that services that Lot.

6.6. Operation of by-law

The operation of this by-law 6 is subject to specific rights under any other by-law.

7. Behaviour of Owners and Occupiers

7.1. Noise

An Owner or Occupier must not create any noise likely to interfere with the peaceful enjoyment of any part of the Complex by another Owner or Occupier or any person lawfully in the Building or in the Complex.

7.2. No offensive behaviour

While within the Building, an Owner or Occupier and each Invitee of an Owner or Occupier must be adequately clothed and must not use language or behave in a manner likely to:

- (a) cause offence or embarrassment to another Owner or Occupier or to any other person lawfully in the Building or in the Complex; or
- (b) detrimentally affect the amenity of the neighbourhood surrounding the Building.

7.3. No illegal or immoral purpose

An Owner or Occupier must not do anything, or 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.

7.4. No smoking

An Owner or Occupier must not:

SP95141

SUBJECT 14 of 34 SUBJECTS

ePlan

- (a) smoke tobacco or any other substance while on Common Property; and
- (b) cause or allow smoke from tobacco or any other substance to enter the Common Property or another Lot.

7.5. No skateboards etc.

An Owner or Occupier on Common Property must not use or ride a skateboard, roller blades or any other similar means of transport.

7.6. Notice for functions

- (a) An Owner or Occupier must give 7 Business Days written notice to the Owners Corporation before arranging parties, gatherings and meetings on Common Property.
- (b) If, in the opinion of the Owners Corporation, the event might interfere with the quiet enjoyment of other Owners or Occupiers or interfere with the ease use or amenity of Common Property, the Owners Corporation may, without limitation, do all or any of the following:
 - (i) restrict the number of visitors using Common Property at any one time;
 - (ii) require the Owner or Occupier to employ security guards for the duration of the event; and
 - (iii) require the Owner or Occupier to employ other staff for the duration of the event.

7.7. Children

An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play on Common Property within the Building or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a lift, car parking area or other area of possible danger or hazard to children.

7.8. Lifts

An Owner or Occupier must:

- (a) not allow children to operate any lifts;
- (b) obey the instructions regarding use and operation of lifts issued from time to time by the Strata Committee; and
- (c) take all reasonable steps to ensure that any invitees to or occupiers of their lots are aware of the requirements of and comply with this by-law.

8. Owners and Occupiers are responsible for Invitees

8.1. Reasonable steps

An Owner or Occupier must take all reasonable steps to ensure that each Invitee of the Owner or Occupier:

- (a) complies with these by-laws and any applicable Rules;
- (b) leaves the Building if the Invitee does not comply as required under by-law 8.1(a); and
- (c) does not do anything an Owner or Occupier is not itself entitled to do under 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 the Building.

SP95141

SHEET 15 OF 34 SHEETS

ePlan

8.2. Tenants

If an Owner or Occupier leases or licenses its Lot, or part of its Lot, the Owner or Occupier:

- (a) must give the tenant or licensee a copy of these by-laws and any applicable Rules;
- (b) must take reasonable steps to ensure the tenant or licensee and any Invitees comply as required by by-law 8.1(a) or leave the Building;
- (c) must ensure that any leasing of any Lot is recorded under the terms of a residential lease under the *Residential Tenancies Act 1987* (NSW);
- (d) must ensure that any leasing agent is made aware of the restriction on use of the Lot imposed under the Development Consent;
- (e) must ensure that the Owner or Occupier complies with the notice requirements of section 258 of the Strata Management Act;
- (f) must take all action reasonably available to it, including action under the lease or licence agreement, to ensure the tenant or licensee and any Invitees comply as required by by-law 8.1(a) or leave the Building; and
- (g) remains responsible at all times for the acts or omissions of any lessee or licensee of its Lot.

8.3. Invitees to be accompanied

An Owner or Occupier must accompany its Invitees whilst in the Building at all times other than when those Invitees are entering or leaving the Building.

9. Waste disposal

9.1. Depositing waste and other material on Common Property

Subject to by-law 9 an Owner or Occupier must not deposit or throw on Common Property any waste, dirt, dust or other material or discarded item except with the prior approval of, or as directed by, the Owners Corporation.

9.2. Method of disposal

An Owner or Occupier must:

- (a) comply with all requirements of the Owners Corporation or any Authority in respect of the disposal and recycling of waste;
- (b) drain and securely wrap all waste and place it in a garbage chute or in the appropriate area in a garbage room or in the appropriate receptacle;
- (c) not put in a garbage chute:
 - (i) bottles or glass;
 - (ii) liquids;
 - (iii) items that weigh more than 2.5 kilograms; or
 - (iv) boxes or other items that might block the garbage chute;
- (d) safely and securely wrap all broken glass before placing it in the appropriate area in a garbage room or in the appropriate receptacle;

SP95141

SHEET 16 OF 34 SHEETS

ePlan

- (e) drain and clean bottles and make sure they are not broken before placing them in the appropriate area in a garbage room or in the appropriate receptacle;
- (f) separate the recyclables and leave recyclable garbage in the designated areas;
- (g) flatten cartons or boxes before placing on the designated stack area in the designated areas;
- (h) contact the Building Manager, or if there is no Building Manager, the Strata Manager to arrange (at the cost of the Owner or Occupier) removal of large articles of waste, large quantities of recyclable material or liquids that are poisonous or environmentally dangerous; and
- (i) not leave waste on Common Property other than in the appropriate area in a garbage room or in the appropriate receptacle, and promptly remove anything which the Owner or Occupier may have spilled in the area of the garbage room or receptacles and take such action as may be necessary to clean the area within which that thing was spilled.

The Strata Committee may recover from an Owner or Occupier the reasonable rectification or repair costs incurred by the Strata Committee as a result of the Owner's or Occupier's breach of this by-law 9.2.

9.3. Waste associated with Major Works and Minor Works

Despite by-law 9.2, the Owner or Occupier must arrange for the removal of all waste associated with either Major Building Work or Minor Building Work, or both, and must not leave any waste associated with either Major Building Work or Minor Building Work, or both, in the Common Property, including the garbage room.

9.4. In-sink waste disposal systems

An Owner or Occupier must not install an in-sink waste disposal system in any part of its Lot.

10. Cleaning windows, louvers and doors

10.1. Cleaning of glass surfaces and louvers

Except in the circumstances referred to in by-law 10.2, an Owner or Occupier of a Lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors and any louvers on the boundary of its Lot, including so much as is Common Property, to ensure that the good appearance of the Building is maintained.

10.2. Owners Corporation obligations

The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors and any louvers that cannot be accessed by the Owner or Occupier of the Lot safely or at all.

10.3. Access

The Owners and Occupiers of a Lot must give the Owners Corporation, its agents, employees and contractors access to the Lot for the purpose of carrying out work under this by-law. The Owners Corporation must, wherever reasonably possible give to the Occupiers of a Lot prior notice before entering the Lot (except in the case of an emergency when no notice is necessary).

SP95141

SUBJECT 17 of 34 SUBJECTS

ePlan

11. Storage of inflammable liquids and other substances and materials

11.1. General prohibition

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, use or store in the Complex any inflammable chemical, liquid, gas or other material.

11.2. Limited exceptions

This by-law 11 does not apply to:

- (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes or otherwise in connection with the lawful use of a Lot, that are only kept in reasonable quantities and which do not invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation, in particular, barbeque gas cylinders up to a maximum size of 9kg; or
- (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

12. Moving furniture and other objects on or through Common Property

12.1. Notice

- (a) An Owner or Occupier must not move any item of furniture or large object through Common Property unless sufficient notice (at least 48 hours) has first been given to the Owners Corporation or its nominated representative so as to enable it to arrange for its nominee to be present at the time when the Owner or Occupier does so.
- (b) If a Building Management Agreement is entered into and if the tasks of the Strata Committee under this by law are to be carried out by the Building Manager under the Building Management Agreement the Owner or the Occupier must give the notice referred to in by law 12.1(a) to the Building Manager.

12.2. Strata Committee may specify

The Strata Committee may resolve that items of furniture and large objects are to be moved through Common Property in a specified manner, including conditions as to the permitted days and hours for moving, and the provision by the Owner or Occupier of an appropriate security bond, in accordance with by-law 12.4.

12.3. Strata Committee

If the Strata Committee has specified the manner in which items of furniture or large objects are to be moved through Common Property, an Owner or Occupier must not move any item of furniture or large object through Common Property except in accordance with the specifications and directions of the Strata Committee.

12.4. Bond, insurance for moving certain articles and moving damage

- (a) If required by the Strata Committee in accordance with by-law 12.2, an Owner or Occupier of a Lot must not transport any article which may cause damage or obstruction, or any furniture or large object, through or on Common Property unless, at least one Business Day before transporting the article or furniture or large object:
 - (i) the Owner or Occupier of that Lot has paid to the Owners Corporation in cleared funds a bond in an amount specified by the Strata Committee in accordance with by-

SP95141

SHEET 18 of 34 SHEETS

ePlan

law 12.2, which bond may be used by the Owners Corporation in accordance with by-law 12.4(b); and

- (ii) if the article or furniture or large object will be transported through or on Common Property because the Owner or Occupier is commencing or ending occupation of a Lot, the Owner or Occupier of that Lot has provided to the Owners Corporation evidence of currency of public liability insurance cover with an authorised insurer incorporating cover in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the transportation of the article or furniture or large object to a minimum of \$2,000,000 in respect of which the person responsible for transportation of the article or furniture or large object is named as an insured party.
- (b) The Owners Corporation may apply all or any part of the bond to restoring or replacing any property of the Owners Corporation or any property of the Owner or Occupier of another Lot in the Strata Scheme which is damaged during the course of the transportation of the article or furniture or large object. It may do so without prejudice to any other right that may arise by reason of the damage to the property.
- (c) The Owners Corporation must pay any residue of the bond to the person providing same within 28 days of completion of the transportation of the article or furniture or large object or if, in the opinion of the Owners Corporation, restoration or replacement of property is necessary within 28 days of completion of the restoration or replacement of property.
- (d) Where the transportation of any article by the Owner or Occupier causes damage to any part of the Common Property or another Owner's Lot, and the cost to repair such damage exceeds the bond amount and the proceeds of any insurance claim, the Owner or Occupier whose article caused such damage must pay the excess amount to the Owners Corporation.

13. Floor coverings

13.1. Noise minimisation

An Owner or Occupier must not do anything to the floor space within its Lot that may increase the transmission from the floor space of noise likely to disturb the peaceful enjoyment of another Owner or Occupier.

13.2. Floor finish

Without limiting the requirements of this by-law, if an Owner is using a floor finish within an Owners Lot other than carpet, the minimum sound transmission standard to be achieved for the floor finish must be the standard prescribed, at the time of installation, by the Building Code of Australia or the City of Sydney Council, whichever is the higher standard.

13.3. Change to flooring

- (a) This by-law 13.3 does not apply where an Owner proposes to change any flooring within a Lot to carpet.
- (b) Without limiting by-law 17, an Owner proposing to change any flooring within a Lot must apply to the Owners Corporation for approval prior to undertaking any change to the flooring.
- (c) The approval of the Owners Corporation will not be unreasonably withheld to a change of flooring provided that the application contains sufficient information to enable the Owners Corporation to satisfy itself that the requirements of this by-law regarding noise transmission will be satisfied.
- (d) Without limiting the generality of the information that the Owners Corporation may request in connection with an application for approval to change flooring, an Owner must include with

SP95141

SHEET 19 OF 34 SHEETS

ePlan

any application a report from a qualified acoustic engineer addressed to the Owners Corporation stating that:

- (i) the acoustic engineer has analysed the proposed floor finish, the method of installation and the effect of sound transmission including impact noise following installation; and
 - (ii) as a result of this analysis, the acoustic engineer is of the opinion that the proposed floor finish will not breach by-law 13.1 and will comply with by-law 13.2.
- (e) Promptly after the installation of any flooring pursuant to this by-law 13.3, the Owner must provide to the Owners Corporation a further report from a qualified acoustic engineer addressed to the Owners Corporation stating that:
- (i) the acoustic engineer has tested the flooring as installed; and
 - (ii) the resulting sound transmission complies with the parameters set out in by-law 13.2.

13.4. Exceptions

This by-law 13 does not apply to floor space comprising a kitchen, laundry, powder room, ensuite or bathroom.

14. Keeping of animals

14.1. Consent required

Subject to section 139(5) of the Strata Management Act, an Owner or Occupier must not, except with the prior approval of the Owners Corporation:

- (a) keep any animal on Common Property; or
- (b) keep any animal on their Lot, other than one cat, one dog, one caged bird or fish in a secure aquarium.

14.2. Consent not to be unreasonably withheld

The Owners Corporation must not unreasonably withhold its approval to the keeping of an animal on a Lot.

14.3. Conditions

If an Owner or Occupier may keep an animal on its Lot or on Common Property under this by-law 14, then the Owner or Occupier:

- (a) must notify the Owners Corporation that the animal is being kept on their Lot;
- (b) must ensure that the animal is at all times kept under control and usually within the confines of its Lot;
- (c) must ensure that the animal does not enter any part of Common Property designated from time to time by the Strata Committee as an area on which animals may not enter and, when the animal is on any part of the Complex other than its Lot, that the animal is accompanied by the Owner or Occupier or other responsible person;
- (d) must carry the animal when the animal is on any part of the Complex other than its Lot or ensure that the animal is appropriately tethered and under their control;

SP95141

super 20 of 34 sheets

ePlan

- (e) is liable to other Owners and Occupiers and to any person lawfully using Common Property for:
 - (i) any noise caused by the animal which is disturbing to an extent which is unreasonable; and
 - (ii) damage to or loss of property or injury to any person caused by the animal;
- (f) is responsible for promptly cleaning up after the animal has disturbed or soiled any part of the Complex;
- (g) must maintain the health and hygiene of the animal so as to prevent the spread of communicable diseases and pests to other animals and people in the Building; and
- (h) must, if in the opinion of the Strata Committee (acting reasonably) the Owner or Occupier is not complying with this by-law 14 and the Strata Committee so requests, remove the animal from the Complex.

14.4. Exceptions

This by-law 14:

- (a) applies to an Owner, Occupier and visitor to the Complex;
- (b) does not prevent the keeping of a dog used as a guide or hearing dog; and
- (c) does not allow an Excluded Dog to be kept or brought into the Complex.

15. Appearance of Lot

15.1. Externally visible items

- (a) An Owner or Occupier must not, except with the prior approval of the Owners Corporation and any relevant Authority, maintain within the Lot anything visible from outside the Lot that, when viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building.
- (b) Owners and Occupiers of balconies and terraces must not, except with the prior approval of the Owners Corporation and any relevant Authority, install umbrellas, shade structures or any other devices that protrude above the parapet.
- (c) An Owner or Occupier must not install:
 - (i) any fixed or permanent awning or other sun or weather shading device to the exterior to the Lot; or
 - (ii) any insect screens or security grilles to any exterior windows or doors on a Lot.

15.2. Hanging of washing and other items

An Owner or Occupier must not hang any washing, towel, bedding, clothing or other similar article on any part of its Lot or on Common Property in such a way as to be visible from outside the Lot.

15.3. Lattices or grilles

- (a) Subject to by-law 15.3(b), an Owner or Occupier must not without the prior approval of the Owners Corporation affix any lattice or grille to any part of the Owner's Lot (including the storage space component of the relevant Lot).

SP95141

Sheet 21 of 34 Sheets

ePlan

- (b) By-law 15.3(a) does not apply to prohibit the screening devices that enclosed the storage space component of any Lot as at the date of registration of the Strata Plan.
- (c) Each Owner of a Lot with a screening device as described in this by-law 15.3:
 - (i) agrees that the relevant screening device does not form part of the Common Property; and
 - (ii) must maintain and keep in a state of good and serviceable repair the screening device.

15.4. Windows and glass doors

- (a) Subject to by-law 15.4(b), an Owner or Occupier must not, without the prior approval of the Owners Corporation, affix or permit the affixing of window tinting or other treatments to windows or glass doors on a Lot or on any balcony or terrace forming part of a Lot (this does not include any curtain, blind or shutter).
- (b) By-law 15.3 does not apply to prohibit the tinting to windows or glass doors of any Lot where that tinting existed as at the date of registration of the Strata Plan.

15.5. Curtains etc

Any curtain, blind, shutter or other treatment in a window or door, which faces public or common areas, must have a backing coloured White.

15.6. Balconies and terraces

Without limiting by-law 15.1, an Owner or Occupier:

- (a) must not erect any walls, barriers, screens, blinds, wind breaks, sunscreens or similar items, or create by any other means an enclosure, around the balcony or terrace of the relevant Lot;
- (b) must ensure that any balcony or terrace furniture for the relevant Lot is of a quality and design consistent with the standard of the Building;
- (c) must not use any balcony or terrace for the relevant Lot as a storage space;
- (d) may only use a barbeque of a type prescribed by the Owners Corporation from time to time, and between the hours of 6.00am to 9.00pm or during other hours approved by the Owners Corporation;
- (e) must not, when using a barbeque on the relevant Lot, unreasonably interfere with the use of and enjoyment of any other Lot by any other Owner or Occupier;
- (f) must keep all internal gardens and balconies clean, tidy and well maintained; and
- (g) must not place any item on the balcony or terrace that would pose a climbing hazard.

15.7. Security of items on balconies and terraces

- (a) Owners and Occupiers of Lots must ensure that any furniture, possessions and other items on balconies and terraces are secured or safely stored in order to prevent any item from blowing away or falling from the relevant balcony or terrace. Without limitation:
 - (i) any umbrellas used must be weighted at the base;
 - (ii) umbrellas must never be left up when the balcony or terrace is not in use or there are high winds; and

SP95141

SUGG 22 of 34 SUBJECTS

ePlan

- (iii) all portable items should be removed from any balcony or terrace or stored securely when the balcony or terrace is not in use.
- (b) Owners and Occupiers are responsible for any damage or loss occasioned by items falling from their balconies or terraces.

15.8. Use of water on balconies and terraces

An Owner or Occupier must:

- (a) not use water hoses or any other water spraying apparatus on any balcony or terrace of a Lot, and must only use:
 - (i) a watering can or other hand held watering device; or
 - (ii) a mop, squeegee or bucket,which is not connected to the main water supply;
- (b) ensure that water does not overflow from the balcony or terrace of their Lot;
- (c) indemnify the Owners Corporation against any expense or liability arising from the overflow of water from the balcony or terrace of their Lot, including without limitation the cost of cleaning the windows of any other Lots; and
- (d) pay in accordance with the direction of the Owners Corporation, any amount for which the Owner is liable under by-law 15.8(c) within 14 days of service of a written notice from the Owners Corporation requiring payment and providing copies of all relevant invoices. If not so paid by the Owner or Occupier, the Owners Corporation may pay the invoices and may recover from the Owner the amount of the invoices together with the expenses of the Owners Corporation incurred in recovering this amount as a debt due from the Owner.

15.9. Transmission devices

An Owner or Occupier must not, except with the prior approval of the Owners Corporation and any relevant Authority, install in the Complex any radio or television aerial, satellite or any receiving or transmitting device, security device or associated wires.

15.10. Interference

An Owner or Occupier must not operate from the Building any radio, transmitter, receiver, telecommunications device or electronic equipment that may interfere with any domestic appliance or apparatus lawfully in use on the Building.

16. Insurance premiums

16.1. Not to invalidate, etc

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, do or permit to be done anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

16.2. Increased premium

If pursuant to by-law 16.1 an Owner or Occupier does something which may increase the premium for any insurance policy effected by the Owners Corporation, then the Owner of the relevant Lot must:

- (a) pay to the Owners Corporation that increase in premium within 5 Business Days after notification by the Owners Corporation that payment is required; and

SP95141

SP95141 23 of 34 SUGG1

ePlan

- (b) comply with any other reasonable condition imposed by the Owners Corporation in connection with providing its approval under by-law 16.1.

17. Carrying out Major Building Work and Minor Building Work

17.1. Permitted Major Building Work - conditions

If an Owner or an Occupier (with the Owner's prior approval) wishes to carry out Major Building Work on the Lot relevant to the Owner or Occupier, and on so much of Common Property the use of which is reasonably necessary for the carrying out of the Major Building Work (**Affected Common Property**), the following conditions apply:

- (a) each of the Owner and the Occupier 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 carrying out of the Major Building Work contemplated by this by-law 17 and the use of the result of the Major Building Work;
- (b) the Owner and the Occupier must ensure that neither the carrying out of the Major Building Work nor the use of the result of the Major Building Work:
 - (i) damages, interferes with or interrupts any service lines, pipes or conduits whether Common Property or otherwise;
 - (ii) damages or interferes with a wall or any other boundary between Lots; or
 - (iii) voids any warranties to which the Owners Corporation or another Owner or Occupier is entitled;
- (c) 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; and
- (d) the Owner or Occupier must, if required by law, obtain the consent of all relevant Authorities.

17.2. Obligations on Owner or Occupier

An Owner or an Occupier desiring to exercise rights under this by-law 17 must:

- (a) before doing any Major Building Work:
 - (i) obtain from the Owners Corporation a by-law conferring a special privilege in respect of the **Affected Common Property** on the Owner or Occupier (if applicable), in accordance with Division 3, Part 7 of the Strata Management Act;
 - (ii) ascertain from the Building Manager or, if there is no Building Manager, the Strata Manager where service lines, pipes and conduits are located;
 - (iii) arrange with the Building Manager or, if there is no Building Manager, the Strata Manager suitable times and means by which access to the Lot may be obtained for the purposes of the Major Building Work;
 - (iv) if the Owners Corporation so requests provide a certificate from a structural engineer or a services engineer or both that the proposed Major Building Work will not have any adverse effect on Common Property or any Lot;
 - (v) if the Owners Corporation so requests, provide evidence of such insurances as the Owners Corporation reasonably requires in connection with the Major Building Work to be carried out; and

SP95141

SUGGT 24 of 34 SUGGSTS

ePlan

- (vi) provide copies of all relevant Authority approvals required by law to the Owners Corporation;
- (b) comply with the reasonable requirements of the Owners Corporation and the Building Manager or, if there is no Building Manager, the Strata Manager about the times and means by which access to the Lot is obtained and the Major Building Work is carried out;
- (c) only use qualified, reputable and, where appropriate, licensed contractors who have been approved by the Owners Corporation;
- (d) ensure that tradespeople and any persons involved in doing the Major Building Work comply with the reasonable requirements of the Building Manager or, if there is no Building Manager, the Strata Manager about the times and means by which access to the Lot is obtained and the Major Building Work is carried out;
- (e) not damage Common Property, including service lines, pipes or conduits or interfere with, or interrupt them or any of them;
- (f) do the Major Building Work properly and to the reasonable satisfaction of any relevant Authority and, in respect of any Common Property which is affected, to the reasonable satisfaction of the Owners Corporation;
- (g) repair any damage caused to Common Property or the property of another Owner or Occupier;
- (h) cause as little disturbance as is reasonably practicable to the Owners and Occupiers of other Lots; and
- (i) at the completion of the Major Building Work, if the Owners Corporation so requests, provide a certificate from a qualified consultant, or consultants, that neither the carrying out of the Major Building Work nor the use of the result of the Major Building Work has:
 - (i) damaged or interfered with, or will damage or interfere with, any waterproofing membrane or other membrane installed in Common Property; and
 - (ii) detrimentally affected, or will detrimentally affect, the acoustic insulation of the Lot.

17.3. Owners Corporation may prescribe

The Owners Corporation may, for the purposes of this by-law 17 at any time prescribe the days and hours of the day during which access to the Lot may be obtained for the carrying out of Major Building Work.

17.4. Responsibility regarding walls

The Owners Corporation is not responsible for, and is not required to reinstate, any wall that has been altered or removed by an Owner or Occupier. The Owners Corporation is not responsible for any wall that has been constructed or added by an Owner or Occupier, even if the wall has been constructed on a boundary of a Lot.

17.5. Minor Building Work

An Owner or Occupier must not carry out Minor Building Works within its Lot unless the relevant Owner or Occupier:

- (a) obtains the prior written consent of the Owners Corporation; and

SP95141

SUGG 25 of 34 SUGGS

ePlan

- (b) ensures that any damage caused by carrying out the Minor Building Works under this by-law 17.5 is repaired to the reasonable satisfaction of the Owners Corporation and the relevant Authority (if applicable),

and by-laws 17.2(a)(iv), 17.2(a)(v), 17.2(a)(vi), 17.2(c), 17.2(h) and 17.2(i) apply with the necessary changes.

17.6. Standard of Major Building Works and Minor Building Works

All Major Building Works and Minor Building Works must be performed in a proper and workmanlike manner and must comply with all laws of any relevant Authority.

18. 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 the Common Property.

19. Rules

19.1. Owners Corporation may make Rules

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 19 to make rules about the control, management, operation, use and enjoyment of the Building generally and Common Property or a part of it, in particular (Rules).

19.2. Variation

The Owners Corporation may vary Rules at any time.

19.3. Inconsistency

If a Rule is inconsistent with the Strata Management Act, any by-law or a requirement of an Authority, the Strata Management Act, the by-law or the requirement of an Authority, as the case may be, prevails to the extent of the inconsistency.

19.4. Binding

Rules bind an Owner and Occupier and any person on the Building with the express or implied consent of an Owner or Occupier or the Owners Corporation.

20. Agreement with Building Manager

20.1. Building Management Agreement

In addition to its powers under the Strata Management Act, the Owners Corporation has the power under this by-law 20 to appoint and enter into an agreement (**Building Management Agreement**) with an appropriately qualified person (**Building Manager**) to provide services to the Owners Corporation and the Building, including concierge, building 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 Building or the Strata Scheme, at a fee.

20.2. Cost

The cost of any Building Management Agreement is payable by all Owners on a unit entitlement basis.

SP95141

SUBJECT 26 of 34 SUBS

ePlan

21. PV Cells lease or licence

In accordance with its powers under the Strata Management Act, the Owners Corporation has the power to and may grant a lease or a licence to a third party to install, operate, access and maintain PV Cells on relevant parts of the Common Property.

22. Advertising

22.1. Prohibition

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, erect, display, affix or exhibit in the Building or the Complex any Advertising visible from any Lot or the Common Property or from outside the Complex, including any "for sale" or "for lease" signage.

22.2. Exception for the Developer

The Developer may, without obtaining the approval of the Owners Corporation, erect, display, affix or exhibit Advertising on the Common Property, or on any Lot of which the Developer is the Owner or Occupier, in connection with Selling and Leasing Activities.

22.3. Developer obligations

In erecting, displaying, affixing or exhibiting Advertising in accordance with by-law 22.2, the Developer must:

- (a) use reasonable endeavours to ensure that other Owners or Occupiers are caused as little inconvenience as is reasonably practicable;
- (b) cause any damage resulting from the Advertising to be repaired on a timely basis and in a good workmanlike manner; and
- (c) comply with all requirements of any Authority in respect of erecting, displaying, affixing or exhibiting Advertising under by-law 22.2.

22.4. Display unit

The Developer may, without obtaining the approval of the Owners Corporation, use any Lot of which the Developer is the Owner or Occupier, as a display unit in connection with Selling and Leasing Activities.

23. Work, health and safety

23.1. No hazard to be created

An Owner or Occupier of a Lot must not create any hazard that may breach work health and safety standards or cause a breach of such standards. This by-law refers to work health and safety standards referable to Australian Standards or under the provisions of the *Work Health and Safety Act 2011* (NSW).

23.2. Included matters

This by-law 23 refers to matters like:

- (a) safe balustrade heights;
- (b) safe driving in car parks; and
- (c) weight and positioning of planters on balconies.

SP95141

SUBJECT 27 of 34 SUBJECTS

ePlan

23.3. Concerns

If an Owner or Occupier of a Lot has any concerns in relation to this by-law 23 it should discuss those concerns with the Building Manager or, if there is no Building Manager, the Strata Manager.

23.4. Emergency response and evacuation plan

- (a) The Owners Corporation must adopt an emergency response and evacuation plan within 3 months after the date these by-laws are registered. For the avoidance of doubt, this may include adopting an emergency response and evacuation plan prepared by the Developer, or an emergency response and evacuation plan prepared by the BMC under the SMS.
- (b) The purpose of the emergency response and evacuation plan is to provide a plan for the safety of Owners and Occupiers during an emergency including:
 - (i) the adoption of an evacuation plan in the case of an emergency due to fire, explosion or other emergency;
 - (ii) the appointment of a nominated person from each Occupier to ensure compliance with the emergency response and evacuation plan; and
 - (iii) the establishment of requirements for maintenance operations, testing and certification procedures for fire and other safety equipment, to the extent that such requirements are not set out in other documentation relating to the Complex.
- (c) The Owners Corporation may amend the emergency response and evacuation plan from time to time as it deems appropriate.
- (d) The Owners Corporation may not:
 - (i) adopt an emergency response and evacuation plan that is inconsistent with the emergency response and evacuation plan prepared by the BMC under the SMS; or
 - (ii) amend an existing emergency response and evacuation plan in a manner that is inconsistent with the emergency response and evacuation plan adopted by the BMC under the SMS.

24. Provision of amenities or services

24.1. Determination

The Strata Committee may 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;
- (b) services;
- (c) window cleaning;
- (d) repair, maintenance and cleaning of window screens and louvres;
- (e) garbage disposal and recycling services;
- (f) electricity, water (potable and non-potable), sewerage services or gas supply;
- (g) artificially heated and cooled air;

SP95141

SHEET 28 of 34 SHEET 1

ePlan

- (h) telecommunication or data services (for example, cable television); or
- (i) energy management services.

24.2. Amounts payable

If the Strata Committee determines to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the determination 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.

24.3. Owners Corporation Systems

The Owner of each lot has a special privilege to connect to and use the Owners Corporation Systems and the following conditions apply:

- (a) each Owner of a Lot is entitled to use those parts of the Owners Corporation Systems that are directly relevant and connected to their Lot in order to provide hot water or air conditioning to their Lot, as the case may be;
- (b) the Owners Corporation must comply with all requirements of any Authority or Services Supplier in connection with the Owners Corporation Systems;
- (c) the Owners Corporation is responsible for the running costs of the Owners Corporation Systems;
- (d) the Owners Corporation must maintain and keep the Owners Corporation Systems in good and serviceable repair and in accordance with all contract or other arrangements with a Services Supplier;
- (e) the Owners Corporation is responsible for the renewal or replacement of the Owners Corporation Systems, if necessary;
- (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 Owners Corporation Systems; and
- (g) The Owners Corporation may have agreements with third parties including a Services Supplier about the operation, maintenance, repair and replacement of the Owners Corporation Systems.

24.4. Additional conditions

Owners and Occupiers are not entitled to install or authorise the installation of any hot water system or air conditioning system, or any pipes, wires, cables or ducts at any time within the boundaries of a Lot for the purposes of providing hot water or air conditioning to such Lot, as the case may be. Hot water and air conditioning services may only be supplied to a Lot by the Owners Corporation Systems.

24.5. Contributions for Owners Corporation Systems

- (a) Each Owner of a Lot must contribute towards the cost of Services provided in support of the Owners Corporation Systems having regard to the Owner's unit entitlement (or, where Services are separately metered, having regard to actual usage).
- (b) Each Owner acknowledges that the Owners Corporation may levy each Owner of a Lot for the Owner's proportionate share (calculated by reference to unit entitlement or, where Services are separately metered, calculated by reference to actual usage) of the Services provided in support of the Owners Corporation Systems.

SP95141

pages 29 of 34 sheets

ePlan

24.6. Lifts on Common Property within the Building

- (a) This by-law 24.6 only applies to the extent that lifts in the Building are not a shared facility under the SMS. Where the lifts in the Building are a shared facility under the SMS, the BMC is responsible for the repair, replacement, service and maintenance of the lifts.
- (b) The Owners Corporation must establish a contract for the repair, replacement, service and maintenance of all building lifts installed within Common Property within the Building (**Lift Service Agreement**). The Lift Service Agreement must require servicing and maintenance of all lift plant and equipment as often as is recommended by the manufacturer.
- (c) The cost of the Lift Service Agreement for the building lifts is payable by all Owners on a unit entitlement basis.

24.7. Building Services

- (a) This by-law 24.7 only applies to the extent that Building Services are not a shared facility under the SMS. Where the Building Services are a shared facility under the SMS, the BMC is responsible for the repair, replacement, service and maintenance of those Building Services.
- (b) The Owners Corporation must establish a contract for the repair, replacement, service and maintenance of each of the Building Services installed within Common Property within the Building (each a **Building Services Agreement**). The Building Services Agreements must require servicing and maintenance of all relevant plant and equipment as often as is recommended by the manufacturer.
- (c) The cost of the Building Services Agreements is payable by all Owners on a unit entitlement basis.

24.8. Access to services and plant and equipment rooms

- (a) Section 122 of the Strata Management Act gives power to the Owners Corporation, its agents, employees or contractors, to enter on any part of the Building for the purpose of carrying out work required to be carried out by the Owners Corporation under the Strata Management Act or by an order made under the Strata Management Act or required by any Authority. Persons must not obstruct or hinder the Owners Corporation in the exercise of its functions under section 122 of the Strata Management Act.
- (b) Owners and Occupiers of Lots must allow access to the Owners Corporation, its agents, employees or contractors (including the Building Manager) access to their Lots for the purpose of carrying out any necessary works or maintenance and servicing of the Building or the Building Services (including for the purposes of reading meters installed to measure usage of the Owners Corporation Systems), even when access to any plant, equipment or Building Services (including meters) is via that Owner's or Occupier's Lot. The Owners Corporation, through the Strata Committee or the Building Manager must except in the case of an emergency, endeavour to give reasonable notice and make an appointment for any required access.
- (c) Without limitation to this by-law, the Owners and Occupiers of Lots with terraces must allow access to the Owners Corporation, its agents, employees or contractors (including the Building Manager) to the terrace areas of their Lots for the purpose of carrying out building maintenance and cleaning to other parts of the Building. Davit points may be located within these Lots for the purpose of lowering window cleaning equipment down the outside of the Building. The Owners Corporation, through the Strata Committee or the Building Manager must, except in the case of an emergency, endeavour to give reasonable notice and make an appointment for any required access.

SP95141

SURE 30 of 34 SURETS

ePlan

25. Security

25.1. Owners Corporation responsibility

The Owners Corporation must take reasonable steps to:

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

25.2. Security systems

- (a) The Owners Corporation acknowledges that security systems in the Complex are managed by the BMC under the SMS. Obligations in the balance of this by-law 25 are not intended to override any provisions in the SMS.
- (b) The Owners Corporation may install and operate in the Common Property audiovisual security cameras and other audiovisual surveillance equipment for the security of the Building, and make arrangements with third parties about the installation and maintenance of such equipment.

25.3. No interference

An Owner or Occupier must not:

- (a) interfere with the security equipment installed by the Owners Corporation or the BMC; or
- (b) do anything that might prejudice the security or safety of the Building or its occupants.

25.4. Fire and security doors

An Owner or Occupier must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

25.5. Cost of fire services

An Owner or Occupier must reimburse the Owners Corporation for all costs (including any fees charged by an Authority or fire monitoring service) associated with a false alarm from a fire alarm system for the Building where the cause of the false alarm was due to an act or omission of that Owner or Occupier.

25.6. Fire control

- (a) An Owner or Occupier of a Lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- (b) The Owners Corporation or an Owner or Occupier of a Lot must, in respect of the Building or the Lot, as appropriate:
 - (i) consult with any relevant Authority as to an appropriate fire alarm and fire sprinkler system for the Building or the Lot;
 - (ii) ensure the provision of all adequate equipment to prevent fire or the spread of fire in or from the Building or the Lot to the satisfaction of all relevant Authorities; and
 - (iii) take all reasonable steps to ensure compliance with fire laws in respect of the Building or the Lot.

SP95141

SP95141 31 of 34 SUBMIT

ePlan

- (c) An Owner or Occupier of a Lot must not interfere with the fire stair door operation or any door alarm system.
- (d) An Owner or Occupier of a Lot must ensure that any key to the Lot is compatible with the master key system (if any) for the Building to allow access to the Lot during emergencies by emergency services and personnel of the Owners Corporation and the Building Manager or, if there is no Building Manager, the Strata Manager.

25.7. Fire Inspections

- (a) An Owner or Occupier must cooperate with the Owners Corporation and its agents with regard to annual fire inspections of the Lot.
- (b) If an Owner or Occupier does not comply with by-law 25.7(a) and a reinspection is required, the Owners Corporation may pay the cost of reinspection and recover this amount as a debt due from the Owner.

26. Security keys and alarms

26.1. BMC responsibility

- (a) The Owners Corporation acknowledges that Security Keys and alarms in the Complex are managed by the BMC under the SMS.
- (b) Where Security Keys are issued by the BMC under the SMS, the Owners Corporation will procure the BMC to make available to Owners and Occupiers not less than one set of Security Keys necessary to enable Owners and Occupiers to access the Building for the purpose of passing over Common Property and car parking driveways as necessary to access their lot.

26.2. Owners Corporation to issue

Subject to by-law 26.1, the Owners Corporation will make available to Owners and Occupiers not less than one set of Security Keys necessary to enable Owners and Occupiers to access the Building for the purpose of passing over Common Property and car parking driveways as necessary to access their Lot.

26.3. Fee

The Owners Corporation may charge a fee for the provision of any additional Security Keys as determined by the Strata Committee or the BMC from time to time. The Owners Corporation may limit the number of Security Keys that may be issued to an Owner or Occupier as determined by the Strata Committee or the BMC from time to time.

26.4. Owner and Occupier responsibilities

Each Owner and Occupier to whom a Security Key is made available must:

- (a) exercise a high degree of caution and responsibility in making Security Keys available for use by other persons;
- (b) not duplicate or permit any Security Key to be duplicated;
- (c) take all reasonable steps to ensure that Security Keys are not lost;
- (d) immediately notify the Owners Corporation if a Security Key is lost, stolen or damaged; and
- (e) pay replacement costs to the Owners Corporation for any lost, stolen or damaged Security Key.

SP95141

SDG57 32 of 34 CHGTS

ePlan

26.5. Alarms

The Owners Corporation must not unreasonably withhold consent to an application by an Owner or Occupier to install a security alarm on its Lot if:

- (a) the alarm has "back to base" facilities;
- (b) the alarm is silent or, if the alarm has an audible shrieker, the sound from that shrieker is directed and emitted into the residential component of the relevant Lot only; and
- (c) the alarm does not have flashing lights or, if the alarm does have flashing lights, those flashing lights are not visible from outside the Lot.

26.6. Additional or replacement Security Keys

An Owner or Occupier may obtain additional or replacement Security Keys by contacting the Building Manager or, if there is no Building Manager, the Strata Manager and by-law 26.4(e) applies.

27. Restricting access

27.1. General provisions

The Owners Corporation may for security reasons or effective control and management of the 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 or exclusive use rights; and
- (b) restrict, by security device, access to levels in the Building where an Owner and Occupier does not own or occupy a Lot or have exclusive use rights or special privilege over Common Property.

27.2. Access to the roof of the Building

The Owners Corporation may prohibit access to the roof of the Building by any person (whether an Owner or an Occupier) unless that person has the prior consent of the Building Manager or, if there is no Building Manager, the Strata Manager.

28. Strata Management Statement

28.1. Strata Management Statement

- (a) The Owner must not do any thing or permit any thing to be done which would cause the Owners Corporation to be in breach of its obligations under the Strata Management Statement.
- (b) The Strata Committee may appoint the Owners Corporation's representative to the BMC. When so required, the Strata Committee may appoint the Owners Corporation's substitute, casual or alternative representative to the BMC.

28.2. Common Property as Shared Facilities

Certain parts of Common Property may be Shared Facilities under the SMS. The parties agree to comply with the SMS to the extent that any parts of Common Property are Shared Facilities.

SP95141

SHEET 33 of 34 SHEETS

ePlan

29. Notice board

The Owners Corporation may cause a notice board to be affixed to some part of the Common Property.

30. Staged development

30.1. Development Activities

The Developer may carry out all activities the Developer is permitted to do which are necessary or desirable to complete the staged development of the Complex, including:

- (a) any form of demolition work, excavation work or landscaping work on the Complex; and
- (b) any form of building work or work ancillary to or associated with building work on the Complex including the installation of Services; and
- (c) connecting to, relocating or otherwise altering existing Services or Shared Facilities infrastructure;
- (d) interrupting Services for short periods of time;
- (e) restricting access to part of the Common Property or Shared Facilities by Owners and Occupiers for safety purposes as a result of construction activities and use parts of the Common Property for storing construction materials and vehicles;
- (f) having reasonable access over the Common Property for carrying out the works;
- (g) excavation and general construction earthworks and related activities;
- (h) construction of improvements generally;
- (i) construction of Common Property;
- (j) any form of work in respect of the Building or the Complex other than the forms of work referred to in paragraphs 1 to 9 of this definition that is considered necessary or desirable by the Developer;
- (k) the subdivision of any part of the Complex; and
- (l) the dedication of any part of the Complex.

30.2. Impact on Strata Scheme

Without limiting by-law 30.1, the Owners, Occupiers and Owners Corporation acknowledge that the Strata Scheme is part of the larger development of the Complex and that, in accordance with the SMS, the Developer or a related body corporate of the Developer may make minor variations in the configuration or layout of the Strata Scheme to that in the Strata Plan.



SP95141

SHEET 34 of 34 SHEETS

ePlan

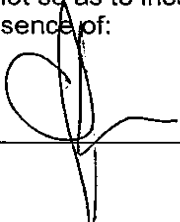
Executed as an agreement

Certified correct for the purposes of the *Real Property Act 1900*.

Certified correct for the purposes of the *Real Property Act 1900*

Signed by _____
as delegate on behalf of **Place Management NSW**
ABN 51 437 725 177 but not so as to incur any
personal liability in the presence of:

Signature of witness



Signature of authorised delegate



Jane Donaldson

Antonio Goncalves
Name of witness (please print)

Name of authorised delegate (please print)

66 Harrington St The Rocks
Address of witness

DIRECTOR LEASING & PLACE MGT
Title of delegate

REGISTERED  14.6.2017