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Land Registry Document Identification

AT22029

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

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Land Title Reference	Part Land Affected?	Land Description
CP/SP49145	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP49145  
Other legal entity

Meeting Date

20/03/2023

Added by-law No.

Details Special By-Law No. 20

Amended by-law No.

Details N/A

Repealed by-law No.

Details N/A

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP49145
Signer Name	CHARLES MONTI
Signer Organisation	MONTI SHOE STORE NO 2 PTY LTD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	20/04/2023

# **ANNEXURE 1 TO CHANGE OF BY LAWS IN STRATA PLAN 49145** **Consolidated By-Laws in SP49145**

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The seal of The Owners – Strata Plan No. 49145 was affixed on ..... 17 April 2023 ..... in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): ... *Reena Van Aalst* .....

Name(s) [use block letters]: ... REENA VAN AALST .....

Authority: STRATA MANAGER



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## BACKGROUND TO BY-LAWS

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Description of by-law	Date of Registration	Dealing Number
By-laws 1 to 19 in Schedule 2 to the <i>Strata Schemes Management Regulation 2016</i> (By-laws for pre-1996 strata schemes)	15 February 1995	
By-law 16 (formerly By-law 27 in Schedule 1 to the <i>Strata Schemes (Freehold Development) Act 1973</i> ) repealed  New By-law 1 (related to Keeping of Animals, numbering obviously incorrect) added	26 April 1995	0182249
Special By-Law 1 added	12 June 1996	2224656
Special By-Law 2 added	16 August 1996	2387492
Special By-Laws 3 and 4 added	19 June 1998	5067306
Special By-Law 5 added	15 July 1999	5988105
Special By-Law 6 added	19 January 2000	6497758
Special By-Law 7 added	6 May 2009	AE655101
Special By-Law 8 added	6 May 2009	AE655102
Special By-Law 9 added	13 July 2010	AF625221
Special By-Laws 10 and 11 added	30 November 2011	AG650764
By-law 1 (related to Keeping of Animals) repealed  Special By-Laws 12 and 13 added	8 August 2013	AH934842
By-laws 1 to 19 renumbered to By-laws 2 to 20	16 November 2018	AN862685

<p>Amendment of existing by-laws of the strata scheme that were registered before 30 November 2016 as follows:</p> <p>(a) Correct obvious typographical and grammatical errors.</p> <p>(b) Capitalise words that are now definitions contained in new By-law 1.</p> <p>(c) Delete the words "executive <b>committee</b>" whether or not capitalized wherever</p>	16 November 2018	AN862685
<p>occurring and insert "strata committee" (capitalised if replacing a capitalised "executive committee"). Re-order the amended definition where contained in a by-law so that it is in alphabetical order with the rest of the definitions in the by-law.</p> <p>(d) Delete any existing definitions in a by-law for "Strata Plan", "Owners Corporation", "Owner or Occupier" (but keep the definition of "Owners" in Special By-law 10) and "Lot", that are now definitions contained in new By-law 1.</p> <p>(e) Delete the word "proprietor" wherever occurring and insert "Owner".</p> <p>(f) Amend any existing definition in a by-law of "Act" so that it reads: "means the <i>Strata Schemes Management Act 2015</i> and any Act amending or replacing the same and includes the regulations made thereunder".</p> <p>(g) Where the words "the <i>Strata Schemes Management Act 1996</i>" (whether or not in italics) or "the Strata Schemes Management Act" (whether or not in italics) appear in a by-law, delete those words wherever occurring and insert "the Act".</p> <p>(h) Amend "<i>Strata Schemes (Freehold Development) Act 1973</i>" wherever occurring and insert "<i>Strata Schemes Development Act 2015</i>".</p> <p>(i) Delete the words "section 49(4)" wherever occurring and insert "section 139(5)".</p> <p>(j) Delete the words "section 52" wherever occurring and insert "section 143".</p> <p>(k) Delete the words "section 79(2)" wherever occurring and insert "section 85(1)".</p> <p>(l) Delete the words "section 109" wherever occurring and insert "section 184".</p>		
New By-law 1 added	16 November 2018	AN862685



By-law 6 repealed and new By-law 6 added	16 November 2018	AN862685
By-law 11 repealed and new By-law 11 added	16 November 2018	AN862685
By-law 12 repealed and new By-law 12 added	16 November 2018	AN862685
By-law 14 repealed and new By-law 14 added	16 November 2018	AN862685
By-law 19 amended	16 November 2018	AN862685
Special By-law 2 repealed and new Special By-law 2 added	16 November 2018	AN862685
Special By-law 4 repealed and new Special By-law 4 added	16 November 2018	AN862685
Special By-law 5 repealed and new Special By-law 5 added	16 November 2018	AN862685
Special By-law 11 repealed	16 November 2018	AN862685
Special By-Laws 14, 15 and 16 added	16 November 2018	AN862685
Special By-Law 17 added	15 October, 2019	AP595450
Special By-Law 18 added	26 May, 2022	AS138823
Special By-Law 19 added	26 May, 2022	AS138823
Amendments to by-laws 14 and 33		
Special By-Law 20		

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## 1. DEFINITIONS AND INTERPRETATION<sup>1</sup>

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### Definitions

- 1.1 In these by-laws, unless the context otherwise requires, where any word or phrase has a defined meaning in or for the purposes of the Act, that word or phrase has the same meaning in this by-law and, in addition, the following words and phrases have the following meanings:

**Act** means the *Strata Schemes Management Act 2015* and any Act amending or replacing the same and includes the regulations made thereunder.

**Bond** means an amount to be determined by the strata committee of the Owners Corporation from time to time acting reasonably, having regard to the extent and duration of Major Works and their overall impact on the quiet enjoyment of other Owners and Occupiers of lots in, and on the amenity of, the strata scheme.

**Building** means the building known as Admiralty Gardens.

**Bulky Goods** means:

- (a) any item measuring 600 mm x 600 mm x 600 mm or more;
- (b) any item the weight and/or dimensions of which, regardless of the actual measurements, make the handling of that item by one person alone unwieldy or difficult,

including but without limitation household goods and/or furniture.

**by-laws** means the by-laws in force for the strata scheme from time to time.

**Carpark** means the common property carpark identified on basement level 1 and ground level 2 of the Strata Plan, commonly referred to as lower ground and ground floor.

**Car Space** means the carparking space for a lot identified on basement level 1 or ground level 2 of the Strata Plan and located in the Carpark, commonly referred to as lower ground and ground floor.

**common property** means any part of the parcel that is not comprised in a lot (including any common infrastructure, as defined in the Strata Schemes Development Act 2015, that is not part of a lot).

**Cosmetic Works** means any works to common property in connection with an Owner's lot that can be carried out by the Owner without the approval of the Owners Corporation (subject to compliance with section 109 of the Act) described in, or prescribed for the purposes of, section 109 of the Act and includes without limitation work such as:

- (a) installing or replacing hooks, nails, screws and the like for hanging paintings and other things on walls;
- (b) installing or replacing internal handrails inside the Owner's lot;
- (c) painting (within an Owner's lot);
- (d) filling minor holes and cracks in internal walls;
- (e) laying carpet;
- (f) installing or replacing built-in wardrobes {but not so as to make any structural

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<sup>1</sup> Existing By-laws 1-19 renumbered to By-laws 2 to 20 added as recorded in Change of By-laws Form Dealing No. AN862685 (16 November 2018)

- changes including to remove any wall or beam that provides structural support);
- (g) installing or replacing internal blinds and curtains, provided such internal blinds and curtains are aesthetically in keeping with the rest of the strata scheme;
  - (h) installing or replacing devices within an Owner's lot to prevent harm to children, subject to compliance with section 118 of the Act;
  - (i) any additional work that may be specified in the Act from time to time;
  - (j) any additional work that the Owners Corporation specially resolves at a general meeting from time to time to be cosmetic work for the purposes of section 109 of the Act,
- but excluding any Minor Renovations and Major Works.

**Council** means the City of Sydney Council or such other consent authority as replaces City of Sydney Council from time to time or any other relevant consent authority in respect of the Major Works including, without limitation and where applicable, an accredited certifier within the meaning of the Environmental Planning and Assessment Act 1979.

**Dilapidation Report** means a report detailing the condition of that part of the common property and any lot(s) that are likely to be affected by the Major Works.

**lot** means a lot in the strata scheme.

**Major Works** means any building or refurbishment works affecting common property of the kind described in, or prescribed for the purposes of, section 110(7) of the Act and includes, without limitation, any other building works that effect a change to common property in any material way, for example but without limitation:

- (a) works involving structural changes including but without limitation the removal of a part or all of a wall, beam or other element providing structural support to a common property ceiling or slab;
- (b) piercing in a material respect of a common property wall or slab (such as by core drilling, cutting of the slab, or removal of any part of the common property wall or slab);
- (c) work involving the amalgamation of two or more lots;
- (d) altering common property services including pipes;
- (e) installing equipment of any kind into common property airspace to service a lot;
- (f) removal and/or replacement of external common property windows and/or doors;
- (g) work that changes the external appearance of a lot (including without limitation the installation of an external access ramp);
- (h) work involving waterproofing including but without limitation waterproofing underneath floor coverings on a terrace or balcony or in a laundry, lavatory, bathroom or other wet area of a lot including as part of a renovation;
- (i) work for which consent or another approval is required under any other Act;
- (j) installation of a storage cage in a Car Space or in a storage area that is to be affixed to common property;
- (k) enclosing a Car Space;
- (l) installation of awnings;
- (m) installation or removal of solar panels;
- (n) installation of a spa pool;

- (o) installation of any device or structure or the performance of any work of whatsoever nature that affects, or would be likely to affect, the operation of any fire safety devices installed in or about a lot or compromise the fire safety capability of any common property door that is a fire door, or reduce the level of safety of the common property or any lot in the strata scheme,

but excluding any Cosmetic Works and Minor Renovations.

**Minor Renovations** means any building or other refurbishment works affecting common property in connection with an Owner's lot described in, or prescribed for the purposes of, section 110(3) of the Act including but without limitation works for the purposes of:

- (a) renovating a kitchen;
- (b) changing recessed light fittings;
- (c) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
- (d) installing, removing or replacing wooden or other hard floors;
- (e) installing or replacing wiring or cabling or power or access points;
- (f) work involving reconfiguring walls (but not so as to make any structural changes including to remove any wall or beam that provides structural support);
- (g) removal and/or replacement of internal cupboards (excluding built-in wardrobes), doors and other fixtures (but not so as to make any structural changes including to remove any wall or beam that provides structural support);
- (h) installing or replacing any locking or other safety device including but without limitation a metal security door for protection of an Owner's lot against intruders or to improve safety within the Owner's lot;
- (i) installing any structure within an Owner's lot to prevent harm to children but excluding a device under section 118 of the Act;
- (j) installing or replacing any screen or other device including but without limitation a flyscreen to prevent entry of animals or insects into an Owner's lot;
- (k) installing a rainwater tank;
- (l) installing a clothesline;
- (m) installing a reverse cycle split system air conditioner;
- (n) installing double or triple glazed windows;
- (o) installing a heat pump;
- (p) installing ceiling insulation;
- (q) any additional work that may be specified in the Act from time to time;
- (r) any additional work that the Owners Corporation specially resolves at a general meeting from time to time to be a minor renovation for the purposes of section 110 of the Act, but excluding any Cosmetic Works and Major Works.

**Occupier** means a person in lawful occupation of a lot.

**Owner** means the owner or owners for the time being of a lot.

**Owners Corporation** means The Owners - Strata Plan No. 49145.

**parcel** means the land from time to time comprising the lots and common property in the strata scheme.

**Permitted Goods** includes:

- (a) watertight and secure storage containers/boxes;
- (b) a bicycle(s);
- (c) sporting equipment and leisure gear;
- (d) tool box;
- (e) household goods and equipment such as vacuum cleaners, prams.

**Prohibited Goods** includes:

- (a) perishable items including, but without limitation, unpackaged food that could attract insects, rodents or other vermin;
- (b) flammable liquids, chemicals, hazardous material, dangerous weapons, explosives, prohibited drugs and plants and any other illegal, dangerous, or harmful materials or substances;
- (c) any items which are prohibited under the by-laws for the scheme to be kept on any part of the common property.

**Security Device** means a key, fob, magnetic card, or other device that opens and closes doors in the strata scheme and permits access to secured areas within the strata scheme.

**smoke** means to inhale and exhale the smoke of tobacco or any drug and includes the igniting of a cigarette, cigar, pipe or other implement such that visible and/or odorous vapour is emitted.

**storage cages** means the lot storage cages located in storage areas on ground level 2 and level 3 of the Strata Plan (commonly referred to as ground floor and level 1) and elsewhere in the Building.

**Strata Plan** means Strata Plan No. 49145 and includes Strata Plan No. 66440 and Strata Plan No. 94825.

**strata scheme** means the strata scheme constituted upon registration of the Strata Plan.

**washing**, for the purposes of By-law 11, includes any clothing, towel, bedding or other article of a similar type.

**Works** in relation to By-law 6, means Minor Renovations and Major Works.

## **Interpretation**

- 1.2 Headings are for convenience only and do not affect the interpretation or construction of these by-laws.
- 1.3 If any provision in these by-laws is invalid, void or unenforceable, this does not affect the remaining provisions in these by-laws, which will continue to have full force and effect.
- 1.4 The Owners Corporation may exercise a right, power, or remedy at its discretion and separately or with another right, power, or remedy. A partial or single exercise of a right, power, or remedy does not prevent the Owners Corporation from further exercising that or any other right, power or remedy. Failure by the Owners Corporation to exercise a right, power or remedy, or a delay by the Owners Corporation in exercising a right, power or remedy, does not prevent the Owners Corporation from exercising that right, power or remedy.

- 1.5 The following rules apply to these by-laws unless the context requires otherwise:
- (a) The singular includes the plural, and the converse also applies.
  - (b) The word "person" means a natural person and any association, body or entity whether incorporated or not and includes that person's executors, successors, administrators, permitted substitutes and permitted assigns.
  - (c) A reference to a clause, schedule or annexure is a reference to a clause of, or schedule or annexure to, these by-laws.
  - (d) A reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it.
  - (e) Using "includes", "including", "including, for example" when introducing an example or list of things does not limit the example, or the meaning of the words to which the list relates to that example, or those words only, or to examples and words of a similar kind only.
  - (f) A reference to any thing is a reference to the whole and each part of it.
  - (g) A reference to a document includes any variation or replacement of that document.

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## **2. NOISE**

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An Owner or Occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the Owner or Occupier of another lot or of any person lawfully using common property.

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## **3. VEHICLES**

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An Owner or Occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the Owners Corporation.

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## **4. OBSTRUCTION OF COMMON PROPERTY**

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An Owner or Occupier of a lot must not obstruct lawful use of common property by any person.

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## **5. DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY**

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- 5.1 An Owner or Occupier of a lot must not:
- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
  - (b) use for his or her own purposes as a garden any portion of the common property.

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## **6. CARRYING OUT MINOR RENOVATIONS AND MAJOR WORKS IN THE STRATA SCHEME<sup>2</sup>**

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- 6.1 For the purpose of protecting the health, safety and welfare of all Owners and Occupiers of lots in the strata scheme, ensuring the smooth conduct and completion of Minor Renovations and Major Works in lots and to avoid, so far as is possible, loss and damage to the Owners Corporation and to Owners and Occupiers of lots and disruption to the orderly functioning of the strata scheme:
- (a) the Owners Corporation delegates to the strata committee its functions under section 110 of the Act to enable the strata committee to approve Minor Renovations on the conditions set out in this by-law; and
  - (b) an Owner must not permit or carry out any Minor Renovations or Major Works in that Owner's lot unless the Owner complies and ensures that the Owner's contractors and their subcontractors, employees, servants and agents comply, with the succeeding provisions of this by-law.

### **Conditions of By-law**

#### **Prior to Undertaking Minor Renovations**

- 6.2 At least 21 days prior to undertaking any Minor Renovations, an Owner must first notify the strata committee in writing of their intention to do so including in or with that notice:
- (a) their name and lot number;
  - (b) a description of all of the Minor Renovations that they propose to carry out;
  - (c) floor plans, drawings and specifications for the proposed Minor Renovations;
  - (d) where the Minor Renovations involve the installation of equipment (for example, a reverse cycle split system air conditioner, or a heat pump):
    - (i) a plan depicting where the equipment is intended to be installed (which must be in a position that is not visible from ground level outside the lot) and the path of any conduit or trunking for the equipment and how any water discharged from the equipment is to be plumbed into a common property drain;
    - (ii) a copy of the specifications for the equipment, including the make, model and the maximum noise output specified for that model by the manufacturer;
  - (e) where the Minor Renovations involve the removal of a non-structural wall, obtain and provide to the strata committee the opinion of a structural engineer (reasonably acceptable to the strata committee) that the wall is non-structural and that its removal will not adversely affect the structural integrity of the Building or any part thereof;
  - (f) an intended timetable for carrying out the proposed Minor Renovations including the duration and times of the proposed Minor Renovations;
  - (g) the proposed plan for arrangements to manage rubbish or debris resulting from the Minor Renovations including how it will be removed from the parcel;

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<sup>2</sup> By-law 6 (Damage to common property) repealed and new By-law 6 added as recorded in Change of By-laws Form Dealing No. AN862685 (16 November2018)

- (h) the name and licensing details of the contractor(s) carrying out the Minor Renovations; and
  - (i) the certificate of currency of the insurance policy or policies of the contractor(s) carrying out the Minor Renovations which is effected with a reputable insurance company reasonably acceptable to the strata committee for:
    - (i) contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000 or such other amount as the strata committee reasonably requires;
    - (ii) any insurance required in respect of the Minor Renovations under section 92 of the *Home Building Act 1989*; and
    - (iii) workers' compensation insurance in accordance with applicable legislation.
- 6.3 For the purposes of clause 6.1 of this by-law, the strata committee may impose reasonable conditions on an Owner having regard to the nature of the Minor Renovations. The Owner must ensure that the Owner's contractors and their subcontractors, employees, servants and agents comply with those reasonable conditions.
- 6.4 Subject to the Owner complying in all respects with clause 6.2 of this by-law and with any reasonable conditions imposed on the Owner by the strata committee under clause 6.3 of this by-law, the strata committee must approve the performance of the Minor Renovations by the Owner.
- 6.5 Unless an Owner obtains separate authorisation (such as by adoption of a by-law) from the Owners Corporation and any relevant authority as required (such as the Council), an Owner must not carry out any works in a lot under this by-law that are Major Works or works that:
- (a) involve structural changes;
  - (b) change the external appearance of the lot;
  - (c) involve waterproofing;
  - (d) require consent or another approval under any other Act.

#### Prior to Undertaking Major Works

- 6.6 At least 60 days prior to wanting to undertake any Major Works, an Owner must notify the strata committee in writing of the Owner's desire to do so including in or with that notice:
- (a) the Owner's name and lot number;
  - (b) a description of all of the Major Works that the Owner is proposing to carry out;
  - (c) floor plans, drawings and specifications depicting the Owner's lot prior to the proposed Major Works and a copy of the plans, drawings and specifications for the Major Works;
  - (d) an intended timetable for carrying out the proposed Major Works including the duration and times of the proposed Major Works; and
  - (e) a materials handling plan setting out how materials including building materials, plant, equipment, rubbish or debris will be supplied to, transferred within and removed from the parcel.



- 6.7 For the purposes described in clause 6.1 of this by-law, the strata committee may impose restrictions and obligations on the Owner (which restrictions and obligations the Owner must ensure are complied with by the Owner's contractors and their subcontractors, employees and agents) which may include without limitation:
- (a) that the Owner and the Owner's contractors meet with the strata committee to discuss the proposed Major Works and the plans, drawings and specifications for the Major Works and the obligations imposed on the Owner under this by-law;
  - (b) that a particular item the Owner proposes to install, including but without limitation an awning or a storage cage, is of a particular type, colour, material and design approved by the strata committee and is required to be installed in a particular manner and in accordance with a particular specification;
  - (c) such other restrictions and obligations the strata committee considers to be reasonable and appropriate having regard to the nature of the Major Works.
- 6.8 Prior to undertaking the Major Works, in addition to any other restrictions or obligations imposed by the strata committee under clause 6.7 of this by-law:
- (a) the Owner must, at the Owner's cost, provide to the strata committee:
    - (i) a draft of a common property rights by-law in or substantially to the effect of the proforma by-law set out in the schedule to this by-law (such by-law to be prepared by a solicitor appointed by the Owners Corporation); and
    - (ii) the Owner's written consent to that common property rights by-law as required by the Act (in a form to be approved by a solicitor appointed by the Owners Corporation), and the Owner must not commence any Major Works until such time as the by-law has been adopted by Owners at a general meeting of the Owners Corporation and section 141(2) of the Act has been complied with;
  - (b) the Owner must obtain and provide to the strata committee any required approval of the Council for the performance of the Major Works or provide written confirmation to the strata committee that no such approval is required;
  - (c) the Owner must obtain and provide to the strata committee a certificate of currency of the insurance policy or policies of the contractors carrying out the Major Works which is effected with a reputable insurance company reasonably acceptable to the strata committee for:
    - (i) contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000 or such other amount as the strata committee reasonably requires;
    - (ii) any insurance required in respect of the Major Works under section 92 of the *Home Building Act 1989*; and
    - (iii) workers' compensation insurance in accordance with applicable legislation;
  - (d) if the Major Works involve structural changes to the lot and/or any common property or if otherwise reasonably required by the strata committee, the Owner must:
    - (i) obtain and provide to the strata committee the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that, if the Major Works are carried out in a good and workmanlike manner substantially in accordance with the plans, drawings and specifications provided to the strata committee, the Major Works will not adversely affect the structural integrity of the strata scheme or any part thereof;

- (ii) obtain and provide to the strata committee a Dilapidation Report; and
  - (e) if required by the strata committee, the Owner must deposit with the strata managing agent of the Owners Corporation a Bond as security for the costs to the Owners Corporation of the repair of any common property damaged or defaced, or the cleaning of any common property defaced or soiled, by the performance of the Major Works, which bond is to be drawn upon by the Owners Corporation if the Owner (including through its contractors) fails to repair or clean that common property to the reasonable satisfaction of the strata committee within the period of two weeks after the Major Works are completed (or such longer time as the strata committee, acting reasonably, agrees).
- 6.9 Upon compliance by the Owner with clauses 6.6 and 6.8 of this by-law and any restrictions or obligations imposed by the strata committee under clause 6.7 of this by-law, the strata committee will grant approval for the Owner's proposed Major Works subject to Owners adopting at a general meeting of the Owners Corporation a common property rights by-law specifically authorising the Owner's proposed Major Works and section 141(2) of the Act being complied with.

**NOTE: A general meeting to adopt a common property rights by-law may be convened under section 19 of the *Strata Schemes Management Act 2015* by the secretary or by the strata committee at any time and is not dependent on the strata committee approving the works.**

#### Performance of Works

- 6.10 In carrying out Works an Owner must (and the Owner must ensure that the Owner's contractors and their subcontractors, employees, servants and agents must):
- (a) comply with the by-laws for the strata scheme, all reasonable conditions imposed by the strata committee under clause 6.3 of this by-law, all restrictions and/or obligations imposed by the strata committee under clause 6.7 of this by-law and all other reasonable directions of the Owners Corporation;
  - (b) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with the relevant provisions of the National Construction Code and relevant Australian Standards and in such a way as to minimise disruption and inconvenience to any Owner or Occupier of any other lot in the strata scheme;
  - (c) carry out the Works substantially in accordance with the plans, drawings and specifications provided to and approved by the strata committee prior to commencement of the Works;
  - (d) in the case of Major Works, if the approval of Council is required for the conduct of the Major Works, carry out the Major Works as approved by Council;
  - (e) in the case of Minor Renovations, not materially amend or vary the Minor Renovations without the approval in writing of the strata committee;
  - (f) in the case of Major Works, not without the approval in writing of the strata committee and, if required, Council, materially amend or vary the Major Works, plans, drawings and specifications in such a way that there is a departure, in particular but without limitation from the structure existing within the lot or as depicted in the plans, from those approved by the strata committee and/or Council;

- (g) if the Works interfere with any service associated with the provision of electricity, plumbing, security, telecommunications or any other utility to the Building or the strata scheme, ensure that the Occupiers of the lots whose services will be interfered with are provided with a written notice at least 48 hours before the services are interfered with which indicates when and how the services to their lot will be interfered with;
- (h) if the Works may involve generation of significant noise or vibrations likely to be heard or felt beyond the perimeters of the lot by Occupiers of other lots, ensure that the strata committee and Occupiers of other lots are provided with a written notice of those Works and their estimated duration at least 48 hours before the intended commencement of those Works;
- (i) in the case of Major Works, if the proposed Major Works relate to, interfere with or affect a waterproofing membrane in any wet area (including without limitation by the installation or removal of tiles or any toilet, hand basin, bath, shower tray or like fittings in any bathroom, toilet, laundry or other wet area including a terrace or balcony) and/or require a new waterproofing membrane to be installed, ensure that a new waterproofing product which has a product warranty of not less than 10 years is installed in the relevant wet area and that, once installed, the relevant wet area will be rendered completely waterproof;
- (j) without limiting clause 6.10(i) of this by-law, ensure that the waterproofing product installed in the relevant wet area:
  - (i) complies with the requirements of the National Construction Code and the Australian Standards;
  - (ii) is installed in compliance with the manufacturer's specifications for installation; and
  - (iii) is installed by a contractor licensed to install the waterproofing membrane;
- (k) in the case of Major Works, ensure that if any of the Major Works can be seen clearly from outside the lot or involve an alteration to the exterior façade of the Building, that the Major Works are aesthetically in keeping with the rest of the Building and the strata scheme, including but without limitation that any awning is of the same type, colour, material and design that has been approved by the strata committee and that it is in keeping with the exterior appearance of the Building and with other awnings already installed in lots in the strata scheme;
- (l) take reasonable precautions to protect all areas of the Building and the strata scheme outside the lot from damage caused by the Works;
- (m) ensure that all construction materials, equipment, rubbish, debris and other material associated with the Works is transported over common property in the manner set out in the proposed plan (clause 6.2 of this by-law) or the materials handling plan (clause 6.6 of this by-law) that is provided to and approved by the strata committee, or as otherwise reasonably directed by the strata committee and that no construction materials, equipment, debris and other material associated with the Works are deposited on any part of the parcel for longer than 24 hours unless prior arrangements have been made by the Owner or the Owner's contractor with the strata committee for the use and siting of a rubbish skip or dump bin (and which must not in any event be sited within the Owner's carparking space);
- (n) ensure that at all times when using any lift in the Building the lift walls and floors are adequately covered and protected to prevent any damage to the lift;

- (o) ensure that the security of the Building and the strata scheme is preserved at all times including but without limitation by the prompt closing of any and all security gates and doors and fire doors and by accessing such gates and doors only via an approved security device;
- (p) keep all areas of the Building and the strata scheme outside the lot affected by the performance of the Works clean and tidy throughout the performance of the Works, ensure that, so far as is reasonably practicable, the Works are performed wholly within the lot and remove all debris resulting from the Works from the Building and the parcel as soon as practicable;
- (q) only perform the Works between the hours of 7:30am and 5:00pm Monday to Friday, between the hours of 8:00am and 12:00pm on a Saturday and not at all on a Sunday or any public holiday or during such other hours as are approved in writing by the strata committee, acting reasonably or, in the case of Major Works, as are prescribed by Council;
- (r) ensure that Works which generate significant noise and/or vibration of whatsoever nature (including the use of percussive equipment such as a jackhammer) that can be heard or felt beyond the limits of the lot are only performed between the hours of 8:00am and 3:00pm Monday to Friday (excluding public holidays) or at such other time or times as are prescribed by Council, or as are approved in writing by the strata committee, acting reasonably;
- (s) ensure that no lifts, doors or access ways (including security doors) are blocked or hindered in any way by the Owner, the Owner's contractors or their subcontractors, employees, servants or agents or by construction materials, equipment, debris and other material associated with the Works;
- (t) ensure that neither the Owner, nor the Owner's contractors or their subcontractors, employees, servants or agents use any of the Owners Corporation's garbage bins to store or cart debris, building materials, tools or equipment;
- (u) ensure that the Works do not interfere with or damage the common property or the property of any other Owner or Occupier otherwise than as approved in this by-law;
- (v) make good any damage caused by the Works, whenever occurring and any damage caused by the Owner, the Owner's contractors, their subcontractors, employees, servants or agents in the performance of the Works, within a reasonable period after that damage occurs;
- (w) ensure that, subject to any extension of time required by reason of any supervening event or circumstance beyond the Owner's reasonable control, complete the Works within the timeframe specified in the timetable provided to and approved by the strata committee under clauses 6.2 and/or 6.6 of this by-law, or such longer period of time as the strata committee, acting reasonably, permits.

#### Completion of Works

- 6.11 Within 7 days of completion of the Works, the Owner must notify the strata committee in writing that the Works are completed.
- 6.12 In the case of Major Works, if any required approval of Council is necessary to carry out the Major Works, on completion of the Major Works, the Owner must provide to the strata committee the certificate of the Council that the Major Works have been inspected by the Council and that the Major Works comply with the conditions of any approval given by the Council.

- 6.13 In the case of Major Works, if required by the strata committee, the Owner must, within 48 hours of any request from the strata committee (or such longer period of time as is agreed with the strata committee), give the strata committee or a representative of the Owners Corporation nominated by the strata committee access to the part or parts of the lot in which the Major Works have been performed for the purpose only of inspecting the Major Works. No liability or obligation will attach to the Owners Corporation or any of its representatives consequent upon any such inspection.
- 6.14 In the case of Major Works, the Owner must provide to the strata committee a certificate from the licensed contractor who installed the waterproofing product specified in clauses 6.10(i) and () of this by-law that the waterproofing product has been installed in compliance with clauses 6.10(i) and () of this by-law.

Additional conditions relevant to specific Minor Renovations

- 6.15 In relation to the installation of any equipment as part of the Minor Renovations (for example, a reverse cycle split system air conditioner or a heat pump), the Owner must ensure that:
- (a) all external parts of the equipment are installed in a location approved by the strata committee;
  - (b) the installation is carried out in accordance with the manufacturer's installation instructions;
  - (c) the equipment is sound compliant in that it does not emit excessive noise or vibration and does not unreasonably disturb any Owner or Occupier of any other lot or otherwise interfere with any other lot;
  - (d) the Owner repairs any damage caused to the common property or any other lot when the equipment is installed and removed;
  - (e) the Owner regularly maintains and repairs the equipment to ensure it is clean, safe and sound compliant.
- 6.16 In relation to the installation of flyscreen and/or a metal security door, the Owner must ensure that:
- (a) the flyscreen is powder coated with a colour that has been approved in writing by the strata committee and matches as near as possible the colour of the existing window frames of the lots in the strata scheme.
  - (b) the metal security door is of a style and is powder coated in a black colour that has been approved in writing by the strata committee and must be in keeping with the appearance of other approved metal security doors already installed in lots in the strata scheme.
- 6.17 In relation to the installation or replacement of wood or other hard floors, in order to protect the amenity of Owners and Occupiers of any lot adjoining an Owner's lot, the Owner must provide to the strata committee specifications for the proposed hard surface flooring, which specifications must include the acoustic performance measurements specified by the manufacturer for that flooring which must specify that the floor finish (including the specified insulation) will achieve a weighted standard impact sound pressure level with spectrum adaptation term of not greater than 55dB measured in accordance with ISO 140-7 and rated to ISO 717-2, or obtain and provide to the strata committee a report from a qualified acoustic engineer to verify this.

### Liability and Indemnity for Major Works

- 6.18 The Owner is liable for any damage (whenever occurring) caused to any part of the common property or to the property of any Owner or Occupier of any other lot in the strata scheme as a direct result of the Major Works, or the performance thereof and the Owner must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- 6.19 The Owner indemnifies the Owners Corporation and each other Owner or Occupier of any other lot in the strata scheme against any loss or damage, cost, charge or expense (including the costs of recovery) incurred or sustained by the Owners Corporation or the other Owner or Occupier as a direct result of the Major Works, or the performance thereof.

### Repair and Maintenance Obligations for Major Works

- 6.20 The Owner must, at the Owner's cost, maintain and keep the alterations and additions installed in the course of the Major Works (including but not limited to the fixtures and fittings installed as part of the Major Works) and the common property directly affected by the performance and keeping of the Major Works in the lot in a state of good and serviceable repair and the Owner must renew or replace it or them whenever necessary.
- 6.21 Subject to clause 6.20 of this by-law, the Owners Corporation remains responsible for the proper maintenance, and keeping in a state of good and serviceable repair, of the common property.

### Dilapidation Report. Bond and Right to Remedy Default for Major Works

#### *Dilapidation Report*

- 6.22 To facilitate the preparation of any Dilapidation Report that is required pursuant to clause 6.8(d)(ii) of this by-law and to assist in assessing any claims made pursuant to this by-law, each Owner of a lot affected or likely to be affected by the performance of the Major Works must, on not less than three business days' notice, allow access to their lot, and the Owners Corporation must allow access to the common property, to facilitate the conduct of the survey of those lots and that common property for the preparation of the Dilapidation Report, in default of which access any subsequent claim for rectification, payment or reimbursement may be adversely affected.
- 6.23 The Dilapidation Report will form the basis for the ascertainment and determination of any claims for rectification of alleged damage and payment or reimbursement of costs, charges or expenses in respect of alleged loss or damage as a direct result of the Major Works or the performance thereof.

#### *Bond*

- 6.24 Upon completion of the Major Works, the Owner will be entitled to a refund of any Bond deposited by the Owner with the strata managing agent of the Owners Corporation (within 21 days of the Owner's written request for the refund of the Bond) but only if:
- (a) no damage has been done by the performance of the Major Works to any part of the common property in or about the strata scheme; and

- (b) any damage to any part of the common property caused by the performance of the Major Works has been rectified by the Owner to the reasonable satisfaction of the Owners Corporation.
- 6.25 If the Owner or the Owner's contractors or their subcontractors, employees, servants or agents leave the common property unclean, untidy, defaced or damaged as a result of the performance of the Major Works the Owners Corporation may:
  - (a) demand that the Owner rectifies the unclean, untidy, defaced or damaged common property;
  - (b) rectify any damage to the common property (including cleaning of any unclean, untidy or defaced area of the common property);
  - (c) retain the Bond (or so much of it as is required to defray the Owners Corporation's costs) and apply it in or towards rectification of the damage;
  - (d) if the Bond is insufficient to cover the costs of rectification, recover the costs of any rectification work (including the costs of recovery), or so much as is not covered by the Bond, from the Owner as a debt due;
  - (e) if the debt described in (d) above is not paid within one month after the date on which it is due, charge simple interest at the same rate as applicable to contributions unpaid under section 85 of the Act or, if the regulation under the Act prescribes some other rate, then at that other rate; and/or
  - (f) include reference to any such debt (including interest thereon) on a strata information certificate issued under section 184 of the Act in respect of that lot.

*Right to Remedy Default*

- 6.26 In the event that the Owner fails to comply with this by-law, the Owners Corporation may by resolution of the strata committee give a written notice to the Owner:
  - (a) specifying the breach or breaches of this by-law; and
  - (b) setting out the action or works required to be taken by the Owner to rectify the breach or breaches; and
  - (c) specifying a time by which the rectification action or works is or are required to be completed.
- 6.27 If an Owner is served with a notice under the preceding clause and that Owner fails to carry out the works or take the action set out in the notice by the date which is 14 days after the date specified in the notice and the breach of the by-law is subsisting at that date, then the Owners Corporation may:
  - (a) carry out all work necessary to rectify the breach or breaches of the by-law and enter upon any part of the Owner's lot to carry out that work;
  - (b) take such other action as the strata committee considers is reasonable and appropriate in the circumstances to enforce this by-law and any by-law adopted in respect of the Major Works;
  - (c) recover the costs of carrying out the work or the taking of such other action set out in this clause and/or the costs of enforcement of the by-laws from the Owner (including the costs of recovery).
- 6.28 If the debt for the Major Works or enforcement of the by-laws as provided in this by-law is not paid within one month after the date on which it is due:
  - (a) the debt, or so much of it as is unpaid, will bear simple interest at the same rate as applicable to contributions unpaid under section 85 of the Act or, if the regulation under the Act prescribes some other rate, then at that other rate; and

- (b) the Owners Corporation may include reference to that debt and interest thereon on a strata information certificate issued under section 184 of the Act in respect of that lot.
- 6.29 The provisions of clauses 6.26 to 6.28 of this by-law are in addition to and not in derogation of any provision of the Act.

#### Costs

- 6.30 The Works must be performed entirely at the Owner's cost.
- 6.31 The Owner must bear and pay the reasonable costs of:
  - (a) the preparation, adoption and registration of the common property rights by-law specified in clause 6.8(a) of this by-law authorising the carrying out by the Owner of Major Works; and
  - (b) the Owners Corporation engaging any expert to advise on the Major Works before, during and/or after the carrying out of the Major Works.

#### Operation of By-law

- 6.32 This by-law does not relieve an Owner from any duty or obligation to comply with the provisions of the Act (relating to the making of a by-law authorising particular Major Works or the exercise of a special privilege or grant of exclusive use rights) or any other regulatory instrument.
- 6.33 Every by-law made by the Owners Corporation authorising the performance of Major Works is subject to the provisions of this by-law unless specifically excluded.
- 6.34 References in this by-law to any action by or in respect of the Owners Corporation may, unless the reference or the Act specifically requires the approval of the Owners Corporation in general meeting, be done by or on the instruction of the strata committee and a notice given under this by-law may be given by the strata managing agent of the Owners Corporation pursuant to a resolution of the strata committee.
- 6.35 In the event of there being any inconsistency between this by-law and any of the other by-laws for the strata scheme, this by-law shall prevail to the extent of that inconsistency.

### **SCHEDULE**

#### **Text of Pro Forma Common Property Rights By-law Approving Building Works (Major Works) in Lots in the Strata Scheme**

- (1) The Owners Corporation agrees that:
  - (a) the building works, fixtures and fittings described in column two of the Schedule to this by-law (the **Works**) will be installed or effected by or on behalf of the owner of the lot listed in column one of the Schedule (the **Lot**); and
  - (b) on the conditions set out in this common property rights by-law, the owner for the time being of the Lot (the **Owner**) shall have a special privilege to keep and maintain the Works and a right of exclusive use and enjoyment of that part of the common property directly affected by the Works.



- (2) The Owner acknowledges and agrees that By-law 6, in so far as it regulates the conduct of Major Works in Lots (the **Major Works By-law**), relates to and is binding upon the Owner. The Owner must comply with the Major Works By-law with respect to the Works and common property affected by the performance of the Works, which clauses are incorporated by reference in this by-law so that the Owner is responsible for the ongoing maintenance, upkeep, renewal and replacement of the Works and the common property affected by the Works and assumes all of the other responsibilities and liabilities under those clauses in the Major Works By-law with respect to the Works.
- (3) The Owner must bear and pay the costs of the preparation, adoption and registration of this by-law.

#### **SCHEDULE OF WORKS**

<b>Lot No.</b>	<b>Building Works, Fixtures and Fittings Authorised in this By-law</b>

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## **7. BEHAVIOUR OF OWNERS AND OCCUPIERS**

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An Owner or Occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another lot or to any person lawfully using common property.

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## **8. CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING**

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An Owner or Occupier of a lot 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 laundry, car parking area or other area of possible danger or hazard to children.

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## **9. BEHAVIOUR OF INVITEES**

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An Owner or Occupier of a lot must take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another lot or any person lawfully using common property.

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## **10. DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY**

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An Owner or Occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another lot or of any person lawfully using the common property.

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## **11. HANGING OUT OF WASHING<sup>3</sup>**

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- 11.1 An Owner or Occupier of a lot may hang any washing on any lines provided by the Owners Corporation for that purpose. The washing may only be hung for a

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<sup>3</sup> By-law 11 (Drying of laundry items) repealed and new By-law 11 added as recorded in Change of By-laws Form Dealing No. AN862685 (16 November 2018).

reasonable period.

- 11.2 An Owner or Occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.

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## **12. CLEANING WINDOWS AND DOORS<sup>4</sup>**

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- 12.1 Except in the circumstances referred to in clause 12.2 of this by-law, an Owner or Occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- 12.2 The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the Owner or Occupier of the lot safely or at all.

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## **13. STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS**

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

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## **14. MOVING FURNITURE AND PERSONAL EFFECTS INCLUDING BULKY GOODS ON OR THROUGH COMMON PROPERTY<sup>5</sup>**

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- 14.1 In order to facilitate the control, management, administration, use and enjoyment of lots and common property in the strata scheme, every Owner and Occupier must comply with the provisions of this by-law when moving furniture and personal effects, including without limitation Bulky Goods, into or out of the Building or otherwise on or through common property.
- 14.2 When moving furniture, personal effects and/or Bulky Goods into or out of the Building and across the common property, an Owner or Occupier must give the Owners Corporation's building manager or otherwise the strata managing agent at least three business days' written notice of the Owner's or Occupier's intention to do so to enable:
- (a) suitable arrangements to be made and reasonable conditions imposed to ensure that the peaceful enjoyment of other Owners and Occupiers is disrupted to the least extent possible;
  - (b) the Owners Corporation to determine whether or not a bond of up to \$1,500, or such other amount as is reasonably required, must be paid by the Owner or Occupier as security for the costs of rectifying any damage caused by the

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<sup>4</sup> By-law 12 (Cleaning windows and doors) repealed and new By-law 12 added as recorded in Change of By-laws Form Dealing No. AN862685 (16 November 2018).

<sup>5</sup> By-law 14 (Moving furniture and other objects on or through common property) repealed and new By-law 14 added as recorded in Change of By-laws Form Dealing No. AN862685 (16 November 2018).

movement of furniture, personal effects and/or Bulky Goods into or out of the Building (including, without limitation, the replacement of any lift covers or other property of the Owners Corporation lost or damaged by or as a consequence of the movement of the goods in the Building), by or on behalf of that Owner or Occupier;

- (c) for the building manager or otherwise the Owners Corporation to arrange for a representative to be present during the movement of the furniture, personal effects and/or Bulky Goods across common property, if the Owners Corporation determines it necessary to do so.

14.3 If an Owner or Occupier is moving furniture, personal effects and/or Bulky Goods into or out of the Building using a removalist van or other large vehicle then that Owner or Occupier:

- (a) must comply with the reasonable directions of the building manager and, in any event, of the Owners Corporation in relation to the parking of that removalist van or other large vehicle;
- (b) must ensure that the removalist van or other large vehicle does not obstruct Owners, Occupiers or visitors from accessing any part of the Building including the Carpark; and
- (c) must ensure that no damage is caused to any part of the common property and that no common property is removed from the Building.

14.4 When moving furniture, personal effects and/or Bulky Goods into or out of the Building, an Owner or Occupier must:

- (a) ensure that no part of the common property or the property of any other Owner or Occupier is marked or damaged in any way;
- (b) unless otherwise specifically authorised by the building manager or the Owners Corporation, not move the furniture, personal effects and/or the Bulky Goods through the front doors or into the lifts of the Building and must only move the furniture, personal effects and/or Bulky Goods into or out of the Building using the common property stairs leading to McElhone Street or Brougham Street;
- (c) not move the furniture, personal effects and/or Bulky Goods into or out of the Building in a manner that causes an unreasonable interference with the use and enjoyment by another Owner or Occupier of the common property or their lot;
- (d) not prop open any security door to the Building unless authorised to do so by the building manager or otherwise by the Owners Corporation and an adult is in attendance at that security door at all times while it is open.
- (e) if and only if the building manager or the Owners Corporation has specifically authorised in writing the use of the lift to transport furniture, personal effects and/or Bulky Goods on or through the common property, must ensure that the lift covers are installed to protect the interior of the lift car from damage.

14.5 If any part of the common property is damaged, lost or destroyed as a result of the movement of furniture, personal effects and/or Bulky Goods into or out of the Building by or on behalf of an Owner or Occupier, that Owner or Occupier is liable for the costs incurred by the Owners Corporation in rectifying that damage or replacing any common property so lost or destroyed.

14.6 If the Owners Corporation requires that a bond be provided by an Owner or Occupier, that Owner or Occupier must pay the amount of the bond to the strata managing agent no later than the business day prior to the date on which it is proposed to move furniture, personal effects and/or Bulky Goods into or out of the Building.

- 14.7 Upon completion of the move, the Owner or Occupier will be entitled to a refund of the bond, but only if no damage has been done to any part of the common property, or no common property has been lost or destroyed, by or as a consequence of the movement of the goods on or through the common property by that Owner or Occupier (including, without limitation, their agents or contractors) to any part of the common property.
- 14.8 If an Owner or Occupier (or their agents or contractors) leaves the common property unclean, untidy, defaced or damaged or any part of the common property lost or destroyed as a result of the movement of furniture, personal effects and/or Bulky Goods into or out of the Building, or otherwise defaults in complying with the provisions of this by-law, or a consent, condition or direction of the Owners Corporation, the Owners Corporation may:
- (a) demand that the Owner or Occupier do certain acts or things to remedy that default;
  - (b) rectify any damage to the common property (including cleaning of any unclean, untidy or defaced area of the common property or replacing any common property lost or destroyed);
  - (c) if the Owner or Occupier has provided a bond, retain the bond (or so much of it as is required to defray the Owners Corporation's costs) and apply it in or towards rectification of the damage or reimbursement of the costs incurred by the Owners Corporation in rectifying the damage including without limitation replacing lost or destroyed common property;
  - (d) if the Owner or Occupier has not provided a bond or the bond is insufficient to cover the costs of rectification or reimbursement, recover the costs of any rectification work or reimbursement (including the costs of recovery), or so much as is not covered by the bond, from the Owner or Occupier as a debt due;
  - (e) if that debt is not paid within one month after the date on which it is due, it will bear simple interest at the same rate as applicable to contributions unpaid under section 85 of the Act; and/or
  - (f) include reference to any such debt (including interest thereon) on notices under section 184 of the Act in respect of the Owner's lot.
- 14.9 If and to the extent that the costs of rectification of damage caused to the common property (including the costs of the cleaning of any unclean, untidy or defaced area of the common property and/or the replacement of any lost or destroyed common property) are not covered by any bond provided by the Owner or Occupier or no bond is provided by the Owner or Occupier:
- (a) the Owners Corporation may recover the amount of those costs, including the costs of recovery, from the Owner of the lot occupied or formerly occupied by the Owner or Occupier as a debt due; and
  - (b) if that debt is not paid within one month after the date on which it is due, it will bear simple interest at the same rate as applicable to contributions unpaid under section 85 of the Act; and
  - (c) the Owners Corporation may include reference to any such debt (including interest thereon) on notices under section 184 of the Act in respect of the Owner's lot.

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## 15. FLOOR COVERINGS

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- 15.1 An Owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another lot.
- 15.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

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## 16. GARBAGE DISPOSAL

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- 16.1 An Owner or Occupier of a lot:
- (a) must maintain within the lot, or on such part of the common property as may be authorised by the Owners Corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
  - (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
  - (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the Owners Corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
  - (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
  - (e) must not place any thing in the receptacle of the Owner or Occupier of any other lot except with the permission of that Owner or Occupier, and
  - (f) must promptly remove any thing which the Owner, Occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

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## 17. KEEPING OF ANIMALS

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Repealed<sup>6</sup>.

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## 18. APPEARANCE OF LOT

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- 18.1 The Owner or Occupier of a lot must not, without the written consent 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 Building.
- 18.2 This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-law 11.

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## 19. NOTICE BOARD

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The Owners Corporation must cause a notice board to be affixed to some part of the common

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<sup>6</sup> This by-law was previously By-law 27 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973*. By-law 27 was repealed and a new incorrectly numbered By-law 1 was added (A Proprietor or Occupier of a lot shall not keep any animal upon his lot or upon the common property) as recorded in Change of By-laws Form Dealing No. 0182249 (26 April 1995). That By-law 1 was repealed as recorded in Change of By-laws Form Dealing No. AH934842 (8 August 2013).

property.<sup>7</sup>

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## **20. CHANGE IN USE OF LOT TO BE NOTIFIED**

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An Occupier of a lot must notify the Owners Corporation if the 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, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

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## **21. SPECIAL BY-LAW 1: BUSINESS OF PROSTITUTION<sup>8</sup>**

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An Owner or Occupier of a lot shall not conduct the business of prostitution in a lot or on the common property.

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## **22. SPECIAL BY LAW 2: SECURITY OF THE STRATA SCHEME<sup>9</sup>**

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22.1 For the purpose of protecting the safety, welfare and enjoyment of all Owners and Occupiers of lots in the strata scheme, the Owners Corporation has the power to:

- (a) install and operate security cameras and other surveillance equipment on the common property for the security of the strata scheme;
- (b) engage qualified and, where applicable, licensed contractors to operate and monitor security cameras and other surveillance equipment installed on the common property and to monitor security in the strata scheme generally and to allow such contractors to use part of the common property for this purpose;
- (c) exclude an Owner or Occupier of a lot from accessing and/or using any part of the common property that is the subject of clauses 22.1(a) or (b) of this by-law; and
- (d) regulate the use of and access to any video or audio that is recorded by any security cameras and other surveillance equipment installed on the common property, including but without limitation specifying:
  - (i) the procedure for an Owner or Occupier of a lot to follow to apply for access to any video or audio that is recorded, including in an emergency and when requests for access to that video or audio will be refused by the Owners Corporation;
  - (ii) the procedure for the temporary storage and deletion of any video or audio that is recorded;
  - (iii) any other reasonable and appropriate matters.

22.2 An Owner or Occupier of a lot must:

- (a) take reasonable care to make sure that any fire and security doors are locked and closed when they are not being used; and
- (b) comply with this by-law and any directions the Owners Corporation gives regarding the security of the strata scheme.

22.3 An Owner or Occupier of a lot must not:

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<sup>7</sup> By-law 19 amended as recorded in Change of By-laws Form Dealing No. AN862685 (16 November 2018).

<sup>8</sup> Special By-Law 1 added as recorded in Change of By-laws Form Dealing No. 2224656 (12 June 1996).

<sup>9</sup> Special By-law 2 added as recorded in Change of By-laws Form Dealing No. 2387492 (16 August 1996); Special By-law 2 repeated and new Special By-law 2 added as recorded in Change of By-laws Form Dealing No. AN862685 (16 November 2018).

- (a) interfere with security cameras or other surveillance equipment; or
- (b) do anything that might prejudice the security or safety of the strata scheme.

22.4 References in this by-law to any action by or in respect of the Owners Corporation may, unless the reference or the Act specifically requires the approval of the Owners Corporation in general meeting, be done by or on the instruction of the strata committee and a notice given under this by-law may be given by the strata managing agent of the Owners Corporation pursuant to a resolution of the strata committee.

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## **23. SPECIAL BY LAW 3: SMOKE DETECTORS<sup>10</sup>**

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The Owners Corporation be empowered to supply and install smoke detectors to all units. That the Owners Corporation be responsible for repair, maintenance and or replacement of the detectors.

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## **24. SPECIAL BY LAW 4: SECURITY DEVICES<sup>11</sup>**

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- 24.1 The Owners Corporation has the power to:
- (a) close off or restrict by a Security Device access to parts of common property that do not provide access to a lot in the strata scheme or for any purpose specified in Special By-law 2 of the by-laws for the strata scheme;
  - (b) restrict by a Security Device an Owner's or Occupier's access to a level of the Building on which that Owner or Occupier does not own or occupy a lot or otherwise have access to pursuant to a common property rights by-law or the by-laws for the strata scheme.
- 24.2 If the Owners Corporation closes off or restricts access to parts of the common property or the Building pursuant to clause 24.1 of this by-law, it may give Owners and Occupiers a Security Device.
- 24.3 A Security Device is the property of the Owners Corporation.
- 24.4 A Security Device may be programmed to access specific parts or all of the common property at the sole discretion of the Owners Corporation.
- 24.5 The Owners Corporation will charge Owners a fee determined by the strata committee from time to time not exceeding \$100 for each Security Device if an Owner requests an additional or replacement Security Device.
- 24.6 An Owner or Occupier of a lot must:
- (a) take all reasonable steps not to lose a Security Device;
  - (b) return all Security Devices to the Owners Corporation if they move out of the strata scheme or sell their lot in the strata scheme;
  - (c) notify the Owners Corporation immediately if they lose a Security Device;
  - (d) remain responsible for all Security Devices issued to them.
- 24.7 An Owner or Occupier of a lot must not copy a Security Device or give a Security Device to someone who is neither an Owner nor Occupier.

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<sup>10</sup> Special By-law 3 added as recorded in Change of By-laws Fann Dealing No. 5067306 (19 June 1998).

<sup>11</sup> Special By-law 4 added as recorded in Change of By-laws Fann Dealing No. 5067306 (19 June 1998); Special By-law 4 **repealed and new Special By-law 4 added as recorded in Change of By-laws Fomi Dealing No. AN862685 (16 November 2018).**

- 24.8 At least once in each calendar year, at intervals of not less than six months, the Owners Corporation may conduct an audit of all Security Devices on issue and consequent upon that audit may:
- (a) deactivate every Security Device that cannot be accounted for;
  - (b) deactivate any Security Device that the Owners Corporation reasonably considers is being used for or in a manner that does not comply with the by-laws.
- 24.9 An Owner or Occupier of a lot must comply with the reasonable directions of the Owners Corporation to assist in the conduct of the audit of Security Devices.
- 24.10 The Owners Corporation must not deactivate any Security Device used by an Owner or Occupier who has advised the Owners Corporation of their absence from the strata scheme for any period of time in which an audit of the Security Devices may be conducted.
- 24.11 Without limiting clause 24.8 of this by-law, if the Owners Corporation is informed that a Security Device has been lost or stolen, it must immediately deactivate that Security Device.
- 24.12 References in this by-law to any action by or in respect of the Owners Corporation may, unless the reference or the Act specifically requires the approval of the Owners Corporation in general meeting, be done by or on the instruction of the strata committee and a notice given under this by-law may be given by the strata managing agent of the Owners Corporation pursuant to a resolution of the strata committee.

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## **25. SPECIAL BY LAW 5: SMOKING IN THE STRATA SCHEME<sup>12</sup>**

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- 25.1 An Owner or Occupier of a lot must not, and must ensure that any visitor to their lot does not, smoke anywhere on the common property including, without limitation, in entrances and exits, shared garden areas, car parking areas, lobbies, fire stairs, lifts, hallways, pedestrian access ways and driveway ramps.
- 25.2 Despite clause 25.1 of this by-law, an Owner or Occupier of a lot and any visitor of that Owner or Occupier is permitted to smoke tobacco on the rooftop area of Level 5 of the Strata Plan (commonly referred to as Level 3 of the Building) but excluding the Recreational Facilities as defined in Special By-law 9 (Use of Recreational Facilities), provided that clause 25.3 of this by-law is complied with at all times and that all cigarette butts, ash and other refuse is deposited into a rubbish bin.
- 25.3 An Owner or Occupier of a lot must not, and must ensure that any visitor to their lot does not, throw or deposit cigarette butts, ash (including cigarette ash) or any other refuse, liquid waste or implement on the common property.
- 25.4 An Owner or Occupier of a lot must not, and must procure that any visitor to their lot does not:
- (a) throw cigarette butts, ash (including cigarette ash) or any other refuse, liquid waste or implement from, or allow any such item to fall from, the balcony of the lot;
  - (b) smoke on the balcony of, or elsewhere in, the lot in such a way that visible

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<sup>12</sup> Special By-law 5 added as recorded in Change of By-laws Form Dealing No. 5988105 (15 July 1999); Special By-law 5 repealed and new Special By-law 5 added as recorded in Change of By-laws Form, Dealing No. AN862685 (16 November 2018).



and/or odorous vapour is dispersed beyond the limits of the lot.

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## 26. SPECIAL BY LAW 6: CONTROLS FOR SPECIAL EVENTS<sup>13</sup>

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### Definitions

26.1 In this by law, the following terms are defined to mean:

**"Special Events"** means an event (whether local, national or international) that the strata committee decides from time to time requires extra security and other special arrangements to control, amongst other things, the movement of people in and out of the strata scheme and to protect the common property from damage by Owners and Occupiers and their visitors.

26.2 Where any terms in this by law are defined in the Act, they will have the same meaning as those words are attributed under that Act.

### Powers of Owners Corporation

26.3 Pursuant to the terms of this by law, the Owners Corporation will have the power to make rules concerning Special Events that include, but are not limited to:

- (a) entry and egress to and from the parcel and movement within the parcel during Special Events;
- (b) hours during which the common property may be used;
- (c) areas of common property permitted to be used;
- (d) restricting the number of people to 10 per lot during Special Events;
- (e) requiring the Owners and Occupiers to remove all rubbish from the common property after Special Events including any rubbish of their invitees;
- (f) restricting articles that may be brought onto the common property including all types of glassware and bottles;
- (g) refusing access to any Owners, Occupiers or their invitees during Special Events who misbehave, are intoxicated or are under the influence of drugs;
- (h) issuing tickets or passes to use the common property during the Special Events;
- (i) employing persons from time to time to assist in the running of the Special Events; and
- (j) imposing a fee or charge for the use of the common property to cover the costs of security, cleaning, maintaining and repairing those areas from such use.

### Other Rules

26.4 The Owners Corporation may make any other rules as determined by the strata committee from time to time concerning a Special Event or Special Events.

### Rules Binding on Owners, Occupiers And Their Visitors

26.5 The terms of this by law and any other rules made by the Owners Corporation concerning the use of the common property during Special Events bind each Owner, Occupier and their respective invitees and those persons must comply with the rules in force from time to time.

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<sup>13</sup> Special By-law 6 added as recorded in Change of By-laws Form Dealing No. 6497758 (19 January 2000).

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## **27. SPECIAL BY LAW 7: OVERCROWDING IN LOTS 14<sup>14</sup>**

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- 27.1 For the purpose of protecting the health, safety (especially, but not limited to, fire safety) and welfare of all Owners and Occupiers of lots in the strata scheme, the Owner or Occupier of a lot must not permit the number of persons who sleep overnight in the lot to exceed the number attained in accordance with the following formula:

$$M = 2 \times B$$

Where:

M is the maximum number of persons permitted to sleep overnight in the lot inclusive of the Owner or Occupier of the lot; and

B is the number of bedrooms in the lot.

- 27.2 In this by-law:

- (a) one child under the age of three (3) years is not counted as a person; and
- (b) two children under the age of three (3) years are counted as one person.
- (c) Family members staying for a continuous period of one (1) month are excluded.

- 27.3
- (a) A bedroom does not include a lounge room, dining room, family room, rumpus room, bathroom, kitchen, laundry or balcony, courtyard or terrace area (whether or not enclosed).
  - (b) An Owner or Occupier of a lot must not, without the prior approval of the Owners Corporation given by the adoption of a special privilege by-law under section 143 of the Act or any replacement thereof, erect any wall or structure within the lot for the purpose of, or having the effect of, creating additional rooms within the lot.
  - (c) If, after the registration of this by-law, an Owner or Occupier of a lot erects a wall or other structure within the lot in defiance of paragraph 27.3(b) of this by-law, or encloses any part or all of a courtyard, terrace or balcony, in either case without the sanction of a by-law adopted by the Owners Corporation authorising those works, the strata committee of the Owners Corporation may resolve to serve a notice on the owner of the lot requiring the wall, structure or enclosure to be removed.
  - (d) If the strata committee of the Owners Corporation serves a written notice on the Owner of a lot requiring that Owner to remove any wall, structure or enclosure erected on the lot in defiance of paragraph 27.3(b) of this by-law, the owner must remove the wall, structure or enclosure within 21 days of service of the notice on that Owner.
  - (e) If an Owner served with a notice under paragraph 27.3(d) of this by-law defaults in complying with that notice, the Owners Corporation may:
    - (i) demand that the defaulting Owner do certain acts or things to remedy that default;
    - (ii) take such action as the strata committee considers is reasonable and appropriate in the circumstances to enforce the provisions of this by-law;
    - (iii) recover the costs of any action taken by the strata committee to enforce this by-law (including the costs of recovery) from the defaulting Owner as

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<sup>14</sup> Special By-law 7 added as recorded in Change of By-laws Form Dealing No. AE655101 (6 May 2009).

a debt due and payable;

- (iv) if that debt is not paid within one month after the date on which it is due, it will bear simple interest at the same rate as applicable to contributions unpaid under section 85(1) of the Act (or any Act or regulation amending or replacing the same), or if the regulations under the Act prescribe some other rate, then at that other rate; and/or
- (v) include reference to any such debt (including interest thereon) on notices under section 184 of the Act in respect of that lot.

- 27.4
- (a) This by-law is a fundamental term in any lease or licence granting rights of occupation to the lot, whether or not the lease or licence contains a clause having the same effect as this by-law.
  - (b) The Owner of a lot must include in any lease or licence granting rights of occupation to the lot a clause providing that any breach of this by-law is an event of default on the part of the lessee, licensee or other Occupier occasioning immediate termination of the lease or licence.
  - (c) If a lessee, licensee or other Occupier of a lot commits a breach of this by-law, the Owner must take immediate steps to terminate the lease or licence and the occupation of the lot thereunder.
- 27.5 This by-law operates in addition to and not in derogation of any rights, duties or obligations arising under any provision of, or instrument issued under, any of:
- (a) the *Environmental Planning and Assessment Act 1979* and Regulations thereunder or any Act or Regulations replacing the same;
  - (b) any conditions of any consent given by Sydney City Council in connection with the development approval for the development of the site now constituted by the strata scheme;
  - (c) the *Strata Schemes Development Act 2015* or the Act and Regulations thereunder or any Act or Regulations replacing the same; and
  - (d) generally at law.

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## **28. SPECIAL BY LAW 8: COMMERCIAL USE OF LOTS 15<sup>15</sup>**

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- 28.1 This is a residential strata scheme and, accordingly, the Owner or Occupier of a lot must not use the lot or permit the lot to be used for commercial purposes.
- 28.2 Clause 28.1 of this by-law does not prohibit the use of part of a lot by an Owner or Occupier as a study or the conduct within the lot of the personal business of an Owner or Occupier provided that that business does not involve the operation within the lot of an office employing more than one (1) persons in the lot who are not otherwise Owners or Occupiers of the lot.
- 28.3 Without limiting clause 28.2 of this by-law, the Owner or Occupier of a lot must not carry on any business in the lot which would, or would be likely to, result in more than two visits to the lot in any 24 hour period and no more than two visitors in any 24 hour period.
- 28.4 For the avoidance of doubt, short-term letting of a lot for a period of less than three months duration is a commercial use of the lot and an Owner or Occupier of a lot must not grant a lease, sub-lease, licence or sub-licence of a lot for any period of less

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<sup>15</sup> Special By-law 8 added as recorded in Change of By-laws Form Dealing No. AE655102 (6 May 2009).

than three months duration.

- 28.5 This by-law is a fundamental term in any lease or licence granting rights of occupation to the lot, whether or not the lease or licence contains a clause having the same effect as this by-law.
- 28.6 If a lessee, licensee or other Occupier of a lot commits a breach of this by-law, the Owner must take immediate steps to terminate the lease or licence and the occupation of the lot thereunder.
- 28.7 Notwithstanding clause 28.2, an Owner or Occupier of a lot must not carry on any business in the lot in contravention of:
- (a) any condition of the development approval for the development of the site now occupied by the strata scheme; or
  - (b) the zoning for the lot and/or the strata scheme; or
  - (c) any development control plan, local environment plan or other instrument under the *Environmental Planning and Assessment Act 1979*, or any statute amending or replacing the same, encompassing or affecting the strata scheme.

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## 29. SPECIAL BY LAW 9: USE OF RECREATIONAL FACILITIES<sup>16</sup>

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- 29.1 For the purpose of protecting the safety, welfare and enjoyment of all Owners and Occupiers of lots in the strata scheme, the Recreational Facilities may be used by Owners and Occupiers of lots in the strata scheme on, and only on, the conditions set out in this by-law.
- 29.2 In this by-law, the following words and phrases have the following meaning:
- Act** means the *Strata Schemes Management Act 2015* and any Act amending or replacing the same and includes the regulations made thereunder;
- BBQ Area** means the BBQ area on the common property terrace on Level 5;
- Permitted Person** means a person who is present on the parcel with the express or implied permission of an Owner, Occupier or the Owners Corporation;
- Pool** means the common property swimming pool on Level 5;
- Prohibited Drug** has the meaning defined in the *Drug Misuse and Trafficking Act 1985*;
- Recreational Facilities** means the BBQ Area and the Pool and any other common property area on Level 5 of the Building used for the purpose of recreational activities, including without limitation any sauna, spa or gymnasium installed on Level 5 at any time;
- Strata Committee** means the strata committee of the Owners Corporation;
- Strata Manager** means the strata managing agent appointed from time to time by the Owners Corporation. Where a word or phrase is defined in the Act, it has the same meaning when used in this by-law.
- 29.3 For the aforesaid purpose of protecting the safety, welfare and enjoyment of all Owners and Occupiers of lots in the strata scheme, all Owners, Occupiers and their Permitted Persons must comply with the following conditions in accessing and using the Recreational Facilities:

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<sup>16</sup> Special By-law 8 added as recorded in Change of By-laws Form Dealing No. AF625221 (13 July 2010).

- (a) The Recreational Facilities are for the personal use of Owners and Occupiers and may not be used for commercial or profit making activities without the prior written approval of the Owners Corporation;
- (b) An Owner or Occupier must be present in the Recreational Facilities at all material times during which any Permitted Person, whose presence has the express or implied consent of that Owner or Occupier, is present in the Recreational Facilities;
- (c) Children under the age of 12 must be accompanied by a responsible adult at all times while in the Recreational Facilities and, in particular, the Pool;
- (d) If at any time a sauna, spa or gymnasium is installed in the Recreational Facilities, children under the age of 12 are not permitted to enter or use that gymnasium, spa or sauna;
- (e) No food, drink (other than bottled water in plastic or unbreakable containers), glass bottles, drinking glasses or sharp objects are to be brought into the Pool area and, if it is installed, any gymnasium, spa or sauna;
- (f) All Owners, Occupiers and their Permitted Persons are to be adequately clothed while using the Recreational Facilities and must be adequately clothed and dry and wear appropriate footwear when travelling between the Pool and their lot;
- (g) Running, jumping and other hazardous activities must not be carried out in the Pool or Pool area;
- (h) Owners, Occupiers and their Permitted Persons must not smoke anywhere on or in the Recreational Facilities;
- (i) Subject to any approval specified under clause 29.8 in respect of which a prior booking has been made and authorisation granted by the Strata Manager, the Recreational Facilities may only be accessed and used between the following hours:  
 BBQ Area: Between 8:00 a.m. and 10:30 p.m.  
 Pool: Between 6:30 a.m. and 10:30 p.m.  
 and, in any event, the occupation of the Recreational Facilities (including the Pool) by Owners, Occupiers and their Permitted Persons must cease at 10:30p.m.;
- (j) Owners, Occupiers and their Permitted Persons while in, accessing or leaving the Recreational Facilities must not create noise or disturbance that might unreasonably interfere with the peaceful enjoyment of their lot by any other Owner or Occupier and, in particular, Owners and Occupiers using the Recreational Facilities must ensure that no loud music is played in or adjacent to the Recreational Facilities;
- (k) An Owner, Occupier or Permitted Person must not under any circumstances serve or consume alcohol in the Pool and Pool area, and, if it is installed, any spa, sauna or gymnasium areas, of the Recreational Facilities;
- (l) Owners, Occupiers and their Permitted Persons must not use or consume any Prohibited Drug in or about the Recreational Facilities;
- (m) Owners and Occupiers using the Recreational Facilities must ensure that the Recreational Facilities are left in a clean and tidy state and that no damage is done to the common property in or about the Recreational Facilities or the Building by an Owner, Occupier or any of their Permitted Persons;

29.4 An Owner or Occupier using the Recreational Facilities is liable for any damage done

to the common property in or about the Recreational Facilities, the gardens, the terrace, the lift or the Building generally by that Owner or Occupier or any of their Permitted Persons in using, accessing or leaving the Recreational Facilities.

- 29.5 Every Owner or Occupier and their Permitted Persons using the Pool and Pool area, and if it is installed, any spa, sauna or gymnasium, acknowledges that they do so at their own risk and that the Owners Corporation has no liability to any Owner, Occupier or Permitted Person in respect of their use or misuse of those areas.
- 29.6 Any person, including an Owner or Occupier, engaging in rowdy, unruly, or otherwise offensive conduct (including use of indecent or obscene language) while in or about the Recreational Facilities may be requested by the Strata Manager, any member of the Strata Committee or any security personnel acting under the instructions of the Strata Manager or Strata Committee, to vacate the area and, if so requested for that reason, that person must comply immediately with that request.
- 29.7 If an Owner or Occupier wishes to use the Recreational Facilities to entertain a party of more than eight persons (including any Owner or Occupier), that Owner or Occupier must make a prior booking with the Strata Manager to use the Recreational Facilities and place a notice on the notice board specifying the name and contact details of the Owner or Occupier, the date and time of the proposed usage and the number of persons proposing to use the Recreational Facilities at that time.
- 29.8 Subject to any approvals granted by the Strata Committee in respect of Special Events as provided in Special By-law 6:
- (a) the Strata Manager may refuse the booking for the Recreational Facilities if there is an existing booking and, if the new booking were accepted, the total number of persons proposing to use the Recreational Facilities at that time would exceed 16 persons;
  - (b) the Strata Manager may approve the use of the BBQ Area during hours different from that specified in clause 29.3 but not in any event earlier than 7:00 a.m. or later than 11:00 p.m. and, if so, the occupation of the BBQ Area and any other part of the Recreational Facilities by Owners, Occupiers and their Permitted Persons must not commence before, and must cease at, the time specified by the Strata Manager.
- 29.9 If the Strata Manager refuses a booking for the Recreational Facilities, the Owner or Occupier must not use the Recreational Facilities in defiance of that refusal.
- 29.10 The Strata Committee may, but need not, require an Owner or Occupier using the BBQ Area as provided in clause 29.7 to provide a bond of up to \$500 as security for the costs of rectifying damage and/or cleaning of the Recreational Facilities.
- 29.11 If the Strata Committee requires that a bond be provided by an Owner or Occupier, that Owner or Occupier must pay the amount of the bond to the Strata Manager at the time of making the booking to use the Recreational Facilities. The Owner or Occupier will be entitled to a refund of the bond but only if the Recreational Facilities are left clean, tidy and undamaged by that Owner or Occupier and no damage is done to any part of the Recreational Facilities by that Owner or Occupier or by any of their Permitted Persons.
- 29.12 If, in the reasonable opinion of the Strata Manager or the Strata Committee, an Owner or Occupier or any of their Permitted Persons have left the Recreational Facilities or any other part of the common property unclean, untidy, defaced or damaged as a result of their use of the Recreational Facilities or their access to or departure from

the Recreational Facilities, the Owner or Occupier must pay to the Owners Corporation the costs of cleaning the Recreational Facilities and rectifying any damage to the common property, all of which amounts shall be recoverable by the Owners Corporation as a debt due to the Owners Corporation.

- 29.13 In the case of the BBQ Area, the costs of cleaning and rectifying damage will be deducted from any bond. If the bond is insufficient to cover those costs, the Owner or Occupier must pay to the Owners Corporation the balance of the costs of cleaning and rectifying any damage done to the BBQ Area or any other part of the Recreational Facilities by the Owner, Occupier or any of their Permitted Persons.
- 29.14 If a debt owed by an Owner or Occupier under this by-law is not paid within one month after the date on which it is due, it will bear simple interest at the same rate as is applicable to contributions unpaid under section 85(1) of the Act or if the regulations under the Act prescribe some other rate, then at that other rate.
- 29.15 The Owners Corporation may include reference to any unpaid debt arising under this by-law (including interest thereon) on notices under section 184 of the Act in respect of that Owner or Occupier's lot.
- 29.16 If an Owner or Occupier uses the BBQ Area in breach of this by-law and the Strata Committee determines by resolution that that Owner or Occupier should be banned from using the BBQ Area for a period of not less than three months nor more than one year after the breach, then:
- (a) that Owner or Occupier shall be banned from using the BBQ Area for the period determined by the Strata Committee; and
  - (b) the Strata Manager must not, during the period determined by the Strata Committee, record a booking by that Owner or Occupier for the use of the BBQ Area.

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## **30. SPECIAL BY LAW 10: SOLAR POWER SYSTEM (LOTS 47 & 53)<sup>17</sup>**

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### **Definitions**

- 30.1 In this by-law:
- "Owners" means the owners for the time being of lots 47 and 53, and "Solar power systems" means:
- (a) in relation to Lot 47 - a Solyndra Solar PV System; and
  - (b) in relation to Lot 53 - a Solyndra Solar PV System.

### **Special Privileges**

- 30.2 The Owners shall have special privileges in respect of the common property to be occupied by the solar power systems for the purpose of installing and keeping the solar power systems on that common property upon and subject to the conditions set out below.

### **The Conditions**

- 30.3

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<sup>17</sup> Special By-law 10 added as recorded in Change of By-laws Form Dealing No. AG650764 (30 November 2011).

- (a) The solar power systems must be installed in a proper and workmanlike manner using only materials which are good and suitable for the purpose for which they are used.
- (b) The solar power systems must be installed in accordance with the manufacturer's instructions and the *Electricity (Consumer Safety) Regulation 2006*.
- (c) Any holes created or penetrations made in the common property during the installation of the solar power systems must be adequately sealed and waterproofed.
- (d) The Owners must pay all costs associated with the installation of the solar power systems.
- (e) The Owners must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the solar power systems.
- (f) After completion the Owners must, at the Owners' expense, properly maintain and keep in a state of good and serviceable repair the solar power systems.
- (g) Immediately upon completion of the installation of the solar power systems the Owners must restore all other parts of the common property (if any) affected by the installation of the solar power systems as nearly as possible to the state which they were in immediately prior to the installation of the solar power systems.
- (h) The Owners must, at the Owners' expense, make good any damage to the common property caused as a result of the solar power systems.
- (i) The Owners Corporation must permit the Owners reasonable access through the common property of the strata scheme for themselves and their contractors and all their reasonable tools and machinery for the purpose of installing and maintaining the solar power systems.
- (j) The new Solar PV systems shall be metered in accordance with the requirements of the electricity supplier, and charged to the account of the Owners.
- (k) In the event that the solar power systems reach the end of their operational life then the Owners must, at their cost, remove the solar power system and make good all damage to the common property caused by the removal.
- (l) The solar power systems will be insured under the Insurance Policy current for the Owners of Strata Plan SP 49145 provided that the value of each solar power system is less than value threshold (currently \$100,000) at which the value of individual terms of equipment must be nominated in the terms of the Insurance Policy and no additional cost is incurred to the body corporate as a result.
- (m) Should the Owner(s) sell the subject property(ies) these conditions and by-laws shall be reflected in the contract(s) of sale.
- (n) The Owners will cover the reasonable legal costs of any action taken by the Owners Corporation if the Owners are found to be in breach of these by-laws.



**CONSENT UNDER SECTION 52  
STRATA SCHEMES MANAGEMENT ACT 1998**

TO: The Registrar General  
Land & Property Information NSW  
Queens Square  
SYDNEY NSW 2000

WAVE, Or Colleen Richards CONSENT to the making of a by-law conferring  
rights over the common property for the Exclusive Use Area to be carried out by the Owner(s) of  
Lot 53 (us) in our scheme.

The by-law to be made by the owners corporation was resolved at the annual general meeting  
on 31 May 2011.

Dated:

  
Signature of owner(s) of Lot 53

Cc: The Owners - Strata Plan No 49145





CONSENT UNDER SECTION 52  
STRATA SCHEMES MANAGEMENT ACT 1996

TO: The Registrar General  
Land & Property Information NSW  
Queens Square  
SYDNEY NSW 2000

We, RONNIE WHEWICK & EVELLEEN RICHARDS CONSENT to the making of a by-law conferring rights over the common property for the Exclusive Use Area to be carried out by the Owner(s) of Lot 47 (us) in our scheme.

The by-law to be made by the owners corporation was resolved at the annual general meeting on 31 May 2011.

Dated:

24 / 10 / 2011

Ronnie Whewick

Signature of owners/s of Lot 47

Evelleen Richards

Cc: The Owners - Strata Plan No 49145



[Signature]

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## **31. SPECIAL BY LAW 11: SERVICE OF DOCUMENTS ON OWNER OF A LOT BY OWNERS CORPORATION**

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Repealed.<sup>18</sup>

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## **32. SPECIAL BY LAW 12: KEEPING OF ANIMAL<sup>19</sup>**

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### **Part 1 Interpretation**

32.1 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation includes references to amending and replacing legislation.

### **Part 2 Conditions**

#### **Part A Keeping an animal**

32.2 Subject to section 139(5) of the Act, an Owner or Occupier of a lot must not, without the prior approval in writing of the Owners Corporation, keep any animal (except a small caged bird or fish kept in a secure aquarium on the lot) on the lot or the common property.

32.3 An Owner or Occupier of a lot must:

- (a) obtain the approval in writing of the Owners Corporation to keep any animal (except a small caged bird or fish kept in a secure aquarium on the lot) on the lot or the common property; and
- (b) agree in writing with the Owners Corporation to the condition referred to in clause 32.9 prior to the animal being introduced to the Building.

32.4 An Owner or Occupier of a lot must not keep any animal (except a small caged bird or fish kept in a secure aquarium on the lot) on the lot or the common property other than the animal for which the approval in writing of the Owners Corporation is obtained.

32.5 To the extent permitted by law, animals (except a small caged bird or fish) must be microchipped, desexed and registered with the City of Sydney Council or any other authority having such jurisdiction.

32.6 The Owners Corporation must not unreasonably withhold its approval of the keeping of one (1) animal on a lot or the common property.

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<sup>18</sup> Special By-law 11 added as recorded in Change of By-laws Form Dealing No. AG650764 (30 November 2011); Special By-law 11 repealed as recorded in Change of By-laws Form Dealing No. AN862685 (16 November 2018).

<sup>19</sup> Special By-law 12 added as recorded in Change of By-laws Form Dealing No. AH934842 (8 August 2013).

## **Part B Consent from Owners Corporation**

- 32.7 As a condition of consent from the Owners Corporation, the Owner or Occupier must:
- (a) keep the animal within the lot; and
  - (b) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal; and
  - (c) ensure that their animal, if a dog, is kept on a leash and, if any other animal, is otherwise sufficiently restrained at all times on common property.
- 32.8 The Owners Corporation may impose additional conditions at the time of giving approval to keep an animal.

## **Part C Conditions for keeping an animal**

- 32.9 The Owners Corporation has the right to withdraw its approval to an Owner or Occupier of a lot to keep an animal if:
- (a) the animal becomes offensive, vicious, aggressive, noisy or a nuisance to another Owner or Occupier of a lot; or
  - (b) the animal enters the common property or lot of any other Owner or Occupier of a lot without their consent; or
  - (c) the animal soils on the common property or lot of any other Owner or Occupier of a lot; or
  - (d) the animal engages in any destructive behaviour on the common property or the lot of any other Owner or Occupier of a lot; or
  - (e) an Owner or Occupier of a lot does not comply with their obligations under this by-law; or
  - (f) an Owner or Occupier of a lot breaches a condition of approval made by the Owners Corporation.
- 32.10 If the Owners Corporation withdraws the right of an Owner or Occupier of a lot to keep an animal, the Owner or Occupier of a lot must remove their animal within one (1) month of such a request being made by the Owners Corporation.

## **Part D Animal owner responsibilities**

- 32.11 An Owner or Occupier of a lot who owns an animal is responsible to another Owner and Occupier of a lot and visitor using the common property for:
- (a) any noise that their animal makes which causes unreasonable disturbance;
  - (b) damage to or loss of property or injury caused to any person caused by the animal; and
  - (c) cleaning up after their animal.

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# **33. SPECIAL BY LAW 13: CAR PARKING<sup>20</sup>**

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## **Part 1 Definitions & Interpretation**

- 33.1 In this by-law:

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<sup>20</sup> Special By-law 13 added as recorded in Change of By-laws Form Dealing No. AH934842 (8 August 2013).

**Administration Fee** means the reasonable charges incurred by the Owners Corporation in moving a vehicle left outside of the Car Park Area.

**Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.

**Car Park Area** means those parts of a Lot located in basement level 1 and on ground level for the purpose of car parking.

**Common Property** means the common property on the basement and ground level adjoining the Car Park Area including driveways and a car wash bays.

**Registered Motor Vehicle** means a car, van, Ute, 4WD, motor cycle, trail bike or truck that fits wholly within 1 car space allowing adequate room to open doors, that has current registration.

33.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation includes references to amending and replacing legislation.

## **Part 2 Rights and obligations regarding use of the Car Park Area**

33.3 The Owner or Occupier must:

- (a) only use the Car Park Area for parking a Registered Motor Vehicle;
- (b) only utilise the car space that is part of the Lot occupied by the Owner or Occupier;
- (c) ensure any Registered Motor Vehicle parked or standing in the Car Park Area is located wholly within the part of the Lot occupied by the Owner or Occupier;
- (d) not park or stand a Registered Motor Vehicle on the Common Property; and
- (e) not create any noise or disruption which is likely to interfere with the peaceful enjoyment of an Owner or Occupier of another Lot or of any person while using the Car Park Area.

33.4 If an Owner or Occupier leaves a Registered Motor Vehicle or any other type of vehicle in any place other than within the Car Park Area or if an Owner or Occupier breaches this by-law, they consent to the Owners Corporation having the vehicle moved to another part of the Strata Plan or on to the street adjoining the Strata Plan or handed over to the NSW Police Department and the Owner or Occupier agrees to pay any Administration Fee applicable to the moving of the vehicle within seven (7) days of a request for payment.

33.5 The Owners Corporation is entitled to recover from an Owner or Occupier the Administration Fee paid by the Owners Corporation.

33.6 The Owners Corporation may:

- (a) demand payment from an Owner or Occupier for any money outstanding under this by-law and recover this amount from the Owner or Occupier as a debt; and
- (b) include reference to the debt on notices under section 184 of the Act.

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## **34. SPECIAL BY-LAW 14: STORING GOODS IN A LOT CAR SPACE<sup>21</sup>**

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34.1 Each Owner and Occupier must:

- (a) keep their Car Space clean and tidy.
- (b) not store or use any Prohibited Goods in their Car Space or in the Carpark.
- (c) only store Permitted Goods in their Car Space.
- (d) ensure that Permitted Goods that are stored in their Car Space:
  - (i) are secured and insured;
  - (ii) are confined to the boundaries of their Car Space;
  - (iii) in the case of storage containers/boxes, are not stacked up in such a way as to exceed a height of 2 metres;
  - (iv) do not obstruct access to any other Car Space or any part of the common property;
  - (v) do not obstruct or restrict access to any services located within or adjacent to their Car Space or on common property in the Carpark including but without limitation, lighting, fire services, pipes;
  - (vi) are not stored in such a way as to cause damage to any common property in the Carpark or to the property of any other Owner or Occupier in a Car Space or otherwise;
- (e) not, unless permitted by the local council, sublet their Car Space.
- (f) not deposit any rubbish of any kind on any part of their Car Space or the Carpark (other than in the designated garbage area).
- (g) keep the Carpark secure and must ensure that all doors in the Carpark are closed after accessing and/or using the Carpark.
- (h) not, except with the prior written approval of the Owners Corporation, make copies of any Security Device used to access the Carpark.
- (i) not give any other person any Security Device to access the Carpark.
- (j) not cause damage to any common property in the Carpark or to the property of any other Owner or Occupier in a Car Space or otherwise.

34.2 Each Owner and Occupier acknowledges and agrees that the storing of any items in their Car Space is at their own risk and cost and the Owners Corporation is not liable for any loss of, or damage to, those items.

34.3 Each Owner and Occupier is liable for any damage (whenever occurring) caused to any part of the common property or to the property of any other Owner or Occupier as a direct result of that Owner's or Occupier's use of the Carpark or their Car Space, including without limitation as a result of a breach of this by-law and that Owner or Occupier must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

34.4 In the event that an Owner or Occupier fails to comply with this by-law, the Owners Corporation may, by resolution of the strata committee, give a written notice to the

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<sup>21</sup> Special By-law 14 added as recorded in Change of By-laws Form Dealing No. AN862685 (16 November 2018).

Owner:

- (a) specifying the breach or breaches of this by-law; and
- (b) setting out the action required to be taken by the Owner to rectify the breach or breaches; and
- (c) specifying a time by which the rectification action is required to be completed.

34.5 If an Owner is served with a notice under the preceding clause and that Owner fails to take the action set out in the notice by the date which is 14 days after the date specified in the notice and the breach of the by-law is subsisting at that date, then the Owners Corporation may:

- (a) carry out all work necessary to rectify the breach or breaches of the by-law and enter upon any part of the Car Space to carry out that work;
- (b) take such other action as the strata committee considers is reasonable and appropriate in the circumstances to enforce this by-law;
- (c) recover the costs of carrying out the work or the taking of such other action set out in this clause and/or the costs of enforcement of the by-laws from the Owner (including the costs of recovery).

34.6 If the debt for the enforcement of the by-laws as provided in this by-law is not paid within one month after the date on which it is due the debt, or so much of it as is unpaid, will bear simple interest at the same rate as applicable to contributions unpaid under section 85 of the Act or, if the regulation under the Act prescribes some other rate, then at that other rate.

34.7 The provisions of clauses 34.4 to 34.6 inclusive of this by-law are in addition to and not in derogation of any provision of the Act.

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## **35. SPECIAL BY-LAW 15: STORING GOODS IN STORAGE CAGES<sup>22</sup>**

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35.1 Each Owner who has a storage cage and any Owner or Occupier entitled to use that storage cage must:

- (a) keep their storage cage clean and tidy.
- (b) not store or use any Prohibited Goods in their storage cage.
- (c) only store Permitted Goods in their storage cage.
- (d) ensure that Permitted Goods that are stored in their storage cage:
  - (i) are secured and insured;
  - (ii) are confined to the boundaries of their storage cage;
  - (iii) are not stacked up in such a way as to exceed a height of 2 metres;
  - (iv) do not obstruct access to any other storage cage or any part of the common property;
  - (v) do not obstruct or restrict access to any services located within or adjacent to their storage cage or on common property including but without limitation, lighting, fire services including but without limitation fire sprinklers, pipes;
  - (vi) are not stored in such a way as to cause damage to any common property

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<sup>22</sup> Special By-law 15 added as recorded in Change of By-laws Form Dealing No. AN862685 (16 November 2018).

or to the property of any other Owner or Occupier in a storage cage or otherwise;

- (e) not deposit any rubbish of any kind on any part of their storage cage.
- (f) not cause damage to any common property or the property of any other Owner or Occupier in a storage cage or otherwise.

35.2 Each Owner and Occupier acknowledges and agrees that the storing of any items in their storage cage is at their own risk and cost and the Owners Corporation is not liable for any loss of, or damage to, those items.

35.3 Each Owner and Occupier is liable for any damage (whenever occurring) caused to any part of the common property or to the property of any other Owner or Occupier as a direct result of that Owner's or Occupier's use of the storage cage, including without limitation as a result of a breach of this by-law and that Owner or Occupier must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

35.4 In the event that an Owner or Occupier fails to comply with this by-law, the Owners Corporation may, by resolution of the strata committee, give a written notice to the Owner:

- (a) specifying the breach or breaches of this by-law; and
- (b) setting out the action required to be taken by the Owner to rectify the breach or breaches; and
- (c) specifying a time by which the rectification action is required to be completed.

35.5 If an Owner is served with a notice under the preceding clause and that Owner fails to take the action set out in the notice by the date which is 14 days after the date specified in the notice and the breach of the by-law is subsisting at that date, then the Owners Corporation may:

- (a) carry out all work necessary to rectify the breach or breaches of the by-law and enter upon any part of the storage cage to carry out that work;
- (b) take such other action as the strata committee considers is reasonable and appropriate in the circumstances to enforce this by-law;
- (c) recover the costs of carrying out the work or the taking of such other action set out in this clause and/or the costs of enforcement of the by-laws from the Owner (including the costs of recovery).

35.6 If the debt for the enforcement of the by-laws as provided in this by-law is not paid within one month after the date on which it is due the debt, or so much of it as is unpaid, will bear simple interest at the same rate as applicable to contributions unpaid under section 85 of the Act or, if the regulation under the Act prescribes some other rate, then at that other rate.

35.7 The provisions of clauses 35.4 to 35.6 inclusive of this by-law are in addition to and not in derogation of any provision of the Act.

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## **36. SPECIAL BY-LAW 16: WORKS- LOT 45<sup>23</sup>**

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36.1 The Owners Corporation agrees that:

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<sup>23</sup> Special By-law 16 added as recorded in Change of By-laws Form Dealing No. AN862685 (16 November 2018).



- (a) the building works, fixtures and fittings described in column two of the Schedule to this by-law (the **Works**) will be installed or effected by or on behalf of the owner of the lot listed in column one of the Schedule (the **Lot**); and
- (b) on the conditions set out in this common property rights by-law, the owner for the time being of the Lot (the **Owner**) shall have a special privilege to keep and maintain the Works and a right of exclusive use and enjoyment of that part of the common property directly affected by the Works.

- 36.2 The Owner acknowledges and agrees that By-law 6, in so far as it regulates the conduct of Major Works in Lots (the **Major Works By-law**), relates to and is binding upon the Owner. The Owner must comply with the Major Works By-law with respect to the Works and common property affected by the performance of the Works, which clauses are incorporated by reference in this by-law so that the Owner is responsible for the ongoing maintenance, upkeep, renewal and replacement of the Works and the common property affected by the Works and assumes all of the other responsibilities and liabilities under those clauses in the Major Works By-law with respect to the Works.
- 36.3 In particular but without limitation, the Owner must comply with clauses 6.10(i) and (ii) and 6.14 of By-law 6.
- 36.4 The Owner must bear and pay the costs of the preparation, adoption and registration of this by-law.

#### SCHEDULE OF WORKS

Lot No.	Building Works, Fixtures and Fittings Authorised in this By-law
45	<p>Main Bathroom</p> <ul style="list-style-type: none"> <li>• Preparation, remove all fittings &amp; PC items from Bathroom.</li> <li>• Strip existing Bathroom walls to ceiling height, back to structural framework.</li> <li>• Strip existing floor of tiles &amp; sand &amp; cement base.</li> <li>• Remove existing doors.</li> <li>• Plumbing, renew all breaching pieces to the hot &amp; cold water services, as per design.</li> <li>• Install <b>1 x</b> Shower mixer, 1 x shower rail, 1 mixer tap in vanity, 1 x Close coupled-back to wall toilet suite, Install 1 x wall mounted vanity.</li> <li>• Electrical, supply &amp; install 3 x LED down lights, 1 x double powerpoint, 1 x heated towel rail and wall switches.</li> </ul>

	<ul style="list-style-type: none"> <li>• Cladding, straighten walls. Reline all walls to ceiling height with 6mm Villaboard.</li> <li>• Waterproofing, Waterproof shower, bath &amp; floor area, in accordance to Australian standard AS3740.</li> <li>• Tiling, install approx 30m2 of wall tiles using A.S.A Megafix to 2.4m high.</li> <li>• Tile approx 7m2 of floor tiles on sand cement base.</li> <li>• Waste, demolition waste to be removed directly from Bathroom into skip bin/trailer.</li> <li>• Finish off, install Bathroom fittings, including storage cabinet, 1 x Heated towel rail, 1 x Toilet roll holder, 1 x Hand towel Holder.</li> <li>• Clean &amp; polish wall tiles.</li> <li>• Silicon all tile junctions.</li> <li>• Shower Screen, supply &amp; install custom 900 x 1050mm semi-frameless screen with chrome fittings.</li> </ul> <p><u>Ensuite</u></p> <ul style="list-style-type: none"> <li>• Preparation, remove all fittings &amp; PC items from Ensuite.</li> <li>• Strip existing Bathroom walls to ceiling height, back to structural framework.</li> <li>• Strip existing floor of tiles &amp; sand &amp; cement base.</li> <li>• Remove existing doors.</li> <li>• Plumbing, renew all breaching pieces to the hot &amp; cold water services, as per design.</li> <li>• Install 1 x Shower mixer, 1 x shower rail, 1 mixer tap in vanity, 1 x Close coupled-back to wall toilet suite, Install 1 x wall mounted vanity.</li> <li>• Electrical, supply &amp; install 3 x LED down lights, 1 x double powerpoint, 1 x heated towel rail and wall switches.</li> </ul>
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	<ul style="list-style-type: none"> <li>• Cladding, straighten walls. Reline all walls to ceiling height with 6mm Villaboard.</li> <li>• Waterproofing, Waterproof shower &amp; floor area, in accordance to Australian standard AS3740.</li> <li>• Tiling, install approx 21m2 of wall tiles using A.S.A Megafix to 2.4m high.</li> <li>• Tile approx. 5m2 of floor tiles on sand cement base. Note: 10mm step down into shower</li> <li>• Waste, demolition waste to be removed directly from Ensuite into skip bin/trailer.</li> <li>• Finish off, install Bathroom fittings, 1 c Heated towel rail, 1 x Toilet roll holder, 1 c Hand towel Holder.</li> <li>• Clean &amp; polish wall tiles.</li> <li>• Silicon all tile junctions.</li> <li>• Shower Screen, supply &amp; install custom 900 x 1050mm Diamond shape, semi-framless screen with chrome fittings.</li> </ul>
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## 37. SPECIAL BY-LAW 17: WORKS- LOT 50<sup>24</sup>

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The Owners Corporation agrees that:

- (a) the building works, fixtures and fittings described in column two of the Schedule to this by-law (the **Works**) will be installed or effected by or on behalf of the owner of the lot listed in column one of the Schedule (the **Lot**); and
- (b) on the conditions set out in this common property rights by-law, the owner for the time being of the Lot (the **Owner**) shall have a special privilege to keep and maintain the Works and a right of exclusive use and enjoyment of that part of the common property directly affected by the Works.

37.2 The Owner acknowledges and agrees that By-law 6, in so far as it regulates the conduct of Major Works in Lots (the **Major Works By-law**), relates to and is binding upon the Owner. The Owner must comply with the Major Works By-law with respect to the Works and common property affected by the performance of the Works, which clauses are incorporated by reference in this by-law so that the Owner is responsible for the ongoing maintenance, upkeep, renewal and replacement of the Works and the common property affected by the Works and assumes all of the other responsibilities and liabilities under those clauses in the Major Works By-law with respect to the Works.

37.3 In particular but without limitation, the Owner must comply with clauses 6.10(i) and 0) and 6.14 of By-law 6.

37.4 The Owner must bear and pay the costs of the preparation, adoption and registration of this by-law.

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<sup>24</sup> Special By-law 17 added as recorded in Change of By-laws Form Dealing No.

( ,2019).

## SCHEDULE OF WORKS

Lot No.	Building Works, Fixtures and Fittings Authorised in this By-law
50	<p><i>Scope of Works - Renovation</i></p> <p><i>Works included are limited to the following:</i></p> <p>Insurance</p> <ul style="list-style-type: none"> <li>• Contract works insurance</li> <li>• Public liability \$20,000,000</li> <li>• Home owners warranty insurance</li> </ul> <p><u>KITCHEN/ DINING/ PANTRY</u></p> <ul style="list-style-type: none"> <li>• Strip out existing fixtures, fittings and joinery.</li> <li>• Demolish existing floor and wall tiles in preparation for new.</li> <li>• Demolish dividing wall between kitchen and dining.</li> <li>• Strip out existing ceiling in preparation for new.</li> <li>• Adjust ceiling ducts, supply and return air as required.</li> <li>• Install new engineered timber flooring with Regupol 4515 - 4.5mm soundproofing acoustic underlay in accordance with BCA Part F5.3 Impact Sound.</li> <li>• Supply new joinery in accordance with drawings provided.</li> <li>• Fix off new fixtures and fittings supplied by clients.</li> <li>• Install new 10mm plasterboard ceiling on suspended rondo ceiling system.</li> <li>• Provide new lineal grille through bulkhead for supply and return air to air conditioning.</li> <li>• Paint all exposed surfaces - refer finishes schedule.</li> <li>• Upgrade electrical fixtures, switches, GPO's &amp; lighting.</li> </ul> <p><u>BEDROOM 1 &amp;2</u></p> <ul style="list-style-type: none"> <li>• Strip out existing fixtures, fittings and joinery.</li> <li>• Demolish existing floor in preparation for new.</li> <li>• Install new engineered timber flooring with Regupol 4515 - 4.5mm soundproofing acoustic underlay in accordance with BCA Part F5.3 Impact Sound.</li> <li>• Supply new joinery in accordance with drawings provided.</li> <li>• Paint all exposed surfaces - refer finishes schedule.</li> </ul>

	<ul style="list-style-type: none"> <li>• Upgrade electrical fixtures, switches, GPO's &amp; lighting.</li> <li>• Strip existing Bathroom walls to ceiling height, back to structural framework.</li> <li>• Strip existing floor of tiles &amp; sand &amp; cement base.</li> <li>• Remove existing doors.</li> <li>• Plumbing, renew all breaching pieces to the hot &amp; cold water services, as per design.</li> <li>• Install 1 x Shower mixer, 1 x shower rail, 1 mixer tap in vanity, 1 x Close coupled-back to wall toilet suite, Install 1 x wall mounted vanity.</li> <li>• Electrical, supply &amp; install 3 x LED down lights, 1 x double powerpoint, 1 x heated towel rail and wall switches.</li> <li>• Cladding, straighten walls. Reline all walls to ceiling height with 6mm Villaboard.</li> <li>• Waterproofing, Waterproof shower &amp; floor area, in accordance to Australian standard AS3740.</li> <li>• Tiling, install wall tiles using <b>A.S.A</b> Megafix to 2.4m high.</li> <li>• Tile floor tiles on sand cement base.</li> <li>• Waste, demolition waste to be removed directly from Ensuite into skip bin/trailer.</li> <li>• Finish off, install Bathroom fittings, 1 x Heated towel rail, 1 x Toilet roll holder, 1 x Hand towel Holder.</li> <li>• Clean &amp; polish wall tiles.</li> <li>• Silicon all tile junctions.</li> <li>• Shower Screen, supply &amp; install custom 900 x 1050mm Diamond shape, semi-frameless screen with chrome fittings.</li> </ul>
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## 38. SPECIAL BY-LAW 18: INSTALLATION OF METAL SHUTTERS IN LOTS 1, 2 AND 3<sup>25</sup>

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38.1 The Owners Corporation agrees that:

- (a) the external metal shutters installed in any of lots 1, 2 and 3 will be installed or effected by or on behalf of the owner or owners of, as applicable, lot 1, 2 or 3; and
- (b) on the conditions set out in this by-law, the owner or owners for the time being of each such lot (each an Owner) shall have a special privilege to keep and maintain the external metal

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<sup>25</sup> Special By-law 18 added as recorded in Change of By-laws Form Dealing No. AS138823 (26 May ,2022)

shutters on the outside of the lot and a right of exclusive use and enjoyment of that part of the common property directly affected by the installation and keeping of the external metal shutters.

- 38.2 Each Owner acknowledges and agrees that By-law 6 (the Major Works By-law), insofar as it regulates the installation of the external metal shutters on the lot owned by that Owner, relates to and is binding on each such Owner. Each Owner must comply with the Major Works By-law with respect to the installation of the external metal shutters and the common property affected by that installation.
- 38.3 Each Owner is responsible for the ongoing maintenance, upkeep, renewal and replacement of the external metal shutters installed on that Owner's lot PROVIDED THAT if and when the Owners Corporation at the cost of the Owners Corporation installs and/or maintains external metal shutters on balconies and/or windows in lots opening onto any of Brougham, Harnett or McElhone Streets, the Owners Corporation:
- (a) must reimburse each respective Owner for the cost that Owner has incurred in installing the metal shutters on their lot; and
  - (b) must assume the responsibility for the ongoing maintenance of the external metal shutters then installed on lots 1, 2 and 3.

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## 39. SPECIAL BY-LAW 19: SHORT TERM LETTING<sup>26</sup>

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- 39.1 Every Owner and every Occupier is prohibited from using their lot or any part thereof for the purposes of a Short Term Rental Accommodation Arrangement.
- 39.2 For the avoidance of doubt, the use of any lot for the purposes of a Short Term Rental Accommodation Arrangement is prohibited.
- 39.3 Consistent with section 54A of the *Fair Trading Act 1987*, **Short Term Rental Accommodation Arrangement** means a commercial arrangement for giving a person the right to occupy a lot or any part of a lot for a period of not more than 3 months at any one time, and includes any arrangement prescribed by the regulations under the *Fair Trading Act* or the *Strata Schemes Management Act* to be a short-term rental accommodation arrangement, but does not include any arrangement prescribed by the regulation not to be a short-term rental accommodation arrangement.
- 39.4 Clauses 1 and 2 of this by-law do not apply to prevent an Owner or Occupier using their lot for the purposes of a Short Term Rental Accommodation Arrangement while that lot is the principal place of residence of that Owner or that Occupier.
- 39.5 In this by-law, Owner and Occupier have the meaning ascribed in By-law 1.1 and, in the case of an Owner or Occupier being a corporation, Owner or Occupier means a director, member or company nominee of the corporation which is the Owner or Occupier and, in the case of an Owner or Occupier being a trust, means a named beneficiary under the trust which is the Owner or Occupier.
- 39.6 In order to establish to the satisfaction of the Owners Corporation that clauses 4 and 5 of this by-law apply to any Short Term Rental Accommodation arrangement in any lot, the Owner or Occupier, as applicable, of that lot must provide to the Owners Corporation on request, the following:
- (a) A copy of an invoice from the electricity service provider to that lot identifying the Owner or Occupier, or in the case of a corporation or trust, identifying a director, member, company nominee or beneficiary of the Owner or Occupier, as applicable, as the resident of the lot;
  - (b) A copy of the driver's licence in the name of the Owner or Occupier, or in the case of a corporation or trust, in the name of a director, member, company nominee or beneficiary of the Owner or Occupier as applicable, identifying that lot as the residential address of that person;

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<sup>26</sup> Special By-law 19 added as recorded in Change of By-laws Form Dealing No. AS138823 (26 May, 2022)

- (c) In the case of a corporation or trust which is the Owner or Occupier, evidence that the person is in fact a director, member, company nominee or beneficiary as asserted.

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## 40. SPECIAL BY-LAW 20: Major Works – Lot 17

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- (1) The Owners Corporation agrees that:
- the building works, fixtures and fittings described in column two of the Schedule to this by-law (the **Works**) will be installed or effected by or on behalf of the owner of the lot listed in column one of the Schedule (the **Lot**); and
  - on the conditions set out in this common property rights by-law, the owner for the time being of the Lot (the **Owner**) shall have a special privilege to keep and maintain the Works and a right of exclusive use and enjoyment of that part of the common property directly affected by the Works.
- (2) The Owner acknowledges and agrees that By-law 6, in so far as it regulates the conduct of Major Works in Lots (the **Major Works By-law**), relates to and is binding upon the Owner. The Owner must comply with the Major Works By-law with respect to the Works and common property affected by the performance of the Works, which clauses are incorporated by reference in this by-law so that the Owner is responsible for the ongoing maintenance, upkeep, renewal and replacement of the Works and the common property affected by the Works and assumes all of the other responsibilities and liabilities under those clauses in the Major Works By-law with respect to the Works.
- (3) The Owner must bear and pay the costs of the preparation, adoption and registration of this by-law

### SCHEDULE OF WORKS

Lot No.	Building Works, Fixtures and Fittings Authorised in this By-law
17	Waterproofing of main bathroom and ensuite <ul style="list-style-type: none"><li>○ Area: Shower and floor area</li><li>○ Product: Durotech PUM Pro</li></ul>

The seal of The Owners – Strata Plan No. 49145 was affixed on .....17 April 2023..... in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): .....*R. Van Aalst*.....

Name(s) [use block letters]: REENA VAN AALST

Authority: STRATA MANAGER



Form: 15CH  
Release: 2.3  
Licence: 01-05-086  
Licensee: LEAP Legal Software Pty Limited  
Firm name: Monti Lawyers


**CONSOLIDATION/  
CHANGE OF BY-LAWS**  
New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900

Leave this space clear. Affix additional  
pages to the top left-hand corner.

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

<b>(A) TORRENS TITLE</b>	For the common property CP/SP49145				
<b>(B) LODGED BY</b>	Document Collection Box	<table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%; border-right: 1px solid black; padding: 2px;">Name Company Address  Email   Customer Account Number</td><td style="width: 50%; padding: 2px;">Contact Number    Reference</td></tr></table>	Name Company Address  Email   Customer Account Number	Contact Number    Reference	<b>CODE</b>      <b>CH</b>
Name Company Address  Email   Customer Account Number	Contact Number    Reference				

- (C) The Owners-Strata Plan No 49145 certify that a special resolution was passed on 20 March 2023
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows -
- (E) Repealed by-law No. N/A  
Added by-law No. Special By-Law No. 20  
Amended by-law No. N/A  
as fully set out below.  
Please see attached
- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporated the change referred to at Note (E) is annexed hereto and marked as Annexure 1.
- (G) The seal of the Owners-Strata Plan No 49145 was affixed on 17 April 2023 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: 

Name: REENA VAN AALST

Authority: STRATA MANAGER

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Authority: \_\_\_\_\_

