

Exclusive Use By-law

PART 1 - Introduction and Intent

(a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.

(b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme. The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 62(3) of the Act.

(c) Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.

(d) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.

Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.

(e) This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

PART 2 - Definitions

2.1 In this by-law, unless the context otherwise requires or permits:

(a) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment

(b) Lot means any lot in the strata plan

(c) Owner means the owner of the Lot

(d) Owners Corporation means the owners corporation created by the registration of strata plan 86728

(e) Internal Area means any area within the envelope of a lot as defined by the Strata Plan

(f) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.

2.2 In this by-law, unless the context otherwise requires:

(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 3 - Terms and Conditions

In accordance with section 62(3) of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;

3.1 Internal Areas

All decorative finishes within a lot, including but not limited to;

- (a) All Cornices
- (b) All Skirting Boards
- (c) All Architraves and Internal Door Jams
- (d) Wall tiles wherever located, including kitchen, bathroom and laundries
- (e) Floor Tiles wherever located, including kitchen, bathroom and laundries
- (f) False Ceilings
- (g) Mezzanines, Stairs and Handrails
- (h) All paintwork and wall paper
- (i) The cleaning of mould throughout the lot where the causative factors are purely environmental

3.2 Bathroom, Ensuites and Laundry Areas

All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) Shower screens
- (c) Bathtub, including internal floor waste and drainage pipes
- (d) Sinks and hand basins including internal drainage pipes,
- (e) Cabinets and mirrors
- (f) Toilet pan, including cistern and internal waste pipes
- (g) All lights, light fittings and exhaust fans that only service the lot, wherever located

3.3 Kitchen Areas

All Kitchen fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) All internal waste and drainage pipes, including connection to the common stack
- (c) Bench tops
- (d) Sinks and insinkerators
- (e) Ovens, Stoves and Cook Tops
- (f) All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points

3.4 Floor Coverings

- (a) All carpet within the lot
- (b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
- (c) All Floor boards, whether floating or fixed
- (d) All parquetry, linoleum, vinyl and cork tiles wherever located

3.5 Balcony/Courtyard Areas

- (a) All tiles, pavers and decking
- (b) All stairs and handrails within the balcony or courtyard area
- (c) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the Strata Plan
- (d) All plants and grassed areas within the balcony or courtyard
- (e) The pruning, trimming or removal of a tree or trees, including damage caused by roots
- (f) Fences that divide two lots
- (g) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

3.6 Electrical Fittings & Appliances

- (a) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
- (b) All electrical sockets and wall plates
- (c) Electrical main and sub-main that services only one lot including fuses wherever located
- (d) Smoke Detectors that only service one lot
- (e) Alarm Systems that only service one lot
- (f) Individual Garage Door Motors
- (g) Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located
- (h) Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;
- (i) Ceiling Fans
- (j) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.
- (k) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

3.7 Front Door, Balcony Doors, Windows and Garage Area

- (a) All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;
- (b) Automatic door closers
- (c) Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner;
- (d) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme

SP82782 - BY-LAWS – 222 BOTANY ROAD, ALEXANDRIA

1. MEANINGS

1.1 Meanings of terms

In these by-laws, these terms (in any form) mean:

Apartment means the apartment comprised within a Lot

Apartment Services means the provision by the Caretaker to those Owners and Occupiers who elect to use them, services associated with the occupation of an Apartment.

Approved Building Works means Building Works to a Lot or Common Property which have been approved by the Owners Corporation in accordance with by-law 19.

Authority means any Governmental Agency or any statutory, public or other Authority having jurisdiction over the Building.

Benefited Party means any person or body corporate having the benefit of an Easement.

Building means the buildings constructed within the Parcel known as Building M and Building W, being the buildings located at 68 McEvoy Street, Alexandria NSW 1435 and 22 Wyndham Street, Alexandria NSW 1435 respectively.

Building Services means services in connection with the maintenance and repair of the common Property, cleaning services in connection with the Common Property, waste/garbage management services in connection with the Parcel and landscaping services to the Owners Corporation.

Building Works has the meaning given to the term in by-law 19.1(a)

By-laws means the by-laws in place from time to time for the Strata Scheme.

Cable means cables, conduits, pipes wires and ducts.

Caretaker means the person appointed by the Owners Corporation pursuant to the Caretaker Agreement.

Caretaker Agreement means the agreement between the Owners Corporation and the Caretaker contemplated by by-law 16.1

Code means a code made by the Owners Corporation in accordance with by-law 9.1 (as it may be amended or changed)

Common Property means so much of the Parcel as from time to time is not comprised in any Lot.

Development Act means the *Strata Schemes (Freehold Development) Act 1973 (NSW)*.

Development Application means an application for a development consent made under the *Environmental Planning and Assessment Act 1979 (NSW)*.

Development Consent means a consent to a Development Application issues under the *Environmental Planning and Assessment Act 1979 (NSW)* and includes all amendments and variations to that consent.

Easement means any easement or restrictive covenant burdening or benefitting the Common Property.

Equipment includes plant, machinery, equipment and security devices

Exclusive Use Area means that part of the Common Property the subject of an Exclusive use By-Law.

Exclusive Use By-Law means an exclusive use and special privilege by-law made in accordance with Division 4 part 5 Chapter 2 of the Management Act.

Executive Committee means the facilities manager appointed by the Building Management Committee.

Garbage means any refuse, recyclable material or waste.

Garbage Room means that part of the building comprising the garbage room.

Governmental Agency means any governmental, or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

Initial Period has the meaning given to it by the Management Act.

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Legislation means the Management Act and the Development Act.

Lot means a lot in the Strata Plan and otherwise has the meaning given to it by the Development Act.

Major Building Works means:

- (a) alterations to, additions to, removal of, repair or replacement of:
 - (i) any part of the Common Property (such as (by way of example only) Common Property walls, Common Property windows and doors, Common Property floor and ceilings);
 - (ii) the structure of a Lot;
 - (iii) the internal walls inside a Lot (such as dividing walls even though they may not be Common Property);

- (iv) the balcony attached to a Lot (such as enclosing it or erecting some permanent structure on it (not including plants and furniture) or changing railings, balustrades, tiles); and
- (v) the installation of an air conditioning unit on or in any part of the Parcel;
- (b) any alteration to, addition to, removal of, repair or replacement of any part of a Lot or Common Property which may impact on the structural integrity of the building; and
- (c) the installation of any bars, screens, grilles or other safety devices to the exterior of any windows or doors to a Lot.

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

Managing Agent means the person appointed by the Owners Corporation as its strata managing agent under section 27 of the Management Act

Minor Building Works means any alterations to, additions to, removal of, repair of or replacement of any part of a Lot or any fixture in a Lot which are not Major building Works (such as (by way of example only), floors, flooring, underlay, the surface of internal walls, tiles, bathroom fixtures, kitchen fixtures).

Occupier means the occupier, lessee or licensee of a Lot (not being the Owner of a Lot)

Original Owner means the registered proprietor of the Lots at the time of registration of the Strata Plan being a party identified in the Particulars.

Owner means the registered proprietor, or mortgagee in possession, for the time being of a Lot.

Owners Corporation means the owners corporation constituted on registration of the Strata Plan.

Parcel means the land comprising the Lots and Common Property the subject of the Strata Scheme.

Real Estate Services means the provision by the Caretaker to those Owners who elect to use them, services associated with the letting, managing and sale of Lots.

Representative means the representative of the Owners Corporation on the Building Management Committee

Restricted Matter means a matter or class of matter:

- (a) which in accordance with the Legislation may only be determined by the Owners Corporation in general meeting; or
- (b) which has been determined by the Owners Corporation in general meeting as being a matter or class of matter which may only be determined by the owners Corporation in general meeting.

Rules means the rules made by the Owners Corporation in accordance with by-law 9.1 (as they may be amended or changed).

Security Key means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems within the Building.

Shared Facilities means the services and facilities described as "Shared Facilities" in the Strata Management Statement.

Sign includes any sign, light, advertisement, name, notice, placard and any other similar item, and includes any Sign advertising a Lot for sale or to let.

Strata Management Statement means the strata management statement registered with the Strata Plan referred to in the Particulars

Strata Plan means the strata plan referred to in the particulars.

Strata Scheme means the strata scheme constituted on registration of the Strata Plan.

Substitute Representative means the substitute representative of the Owners Corporation on the Building Management Committee.

Vehicle includes motor cars, motor bicycles, bicycles, boats, caravans, trucks and trailers

Visitor Car Space means those parts of the Common Property designated as a visitor car space.

1.2 Undefined Words

Undefined words in these by-laws have the same meaning as they do in the Management Act and the Strata Management Act.

1.3 Interpretation

Any reference to:

- (a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under later legislation;
- (b) the singular includes the plural and vice versa.

1.4 Headings

Headings do not affect the interpretation of the by-laws.

2. ABOUT THESE BY-LAWS**2.1 Consent of Owners Corporation**

Where a by-law requires the consent of the Owners Corporation to a particular activity, unless stated otherwise in that by-law or unless the activity is a Restricted Matter, the consent may be given either:

- (a) The Owners Corporation in general meeting; or
- (b) the Executive Committee at a duly convened meeting of the Executive Committee.

2.2 Consent of Owners Corporation may be revoked or withheld

Consent given by the Owners Corporation under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) subject to by-law 2.3, may be granted or withheld in the absolute discretion of the Owners Corporation or be given conditionally

2.3 Owners Corporation must not withhold consent

Where an Owner or Occupier makes an application for the consent of the Owners Corporation to a particular activity and the Owners Corporation has developed a Rule or Code relating to that activity or class of activity, if the activity for which the Owners or Occupier seeks consent is one which is approved by the relevant Rule or Code, the Owners Corporation must not withhold consent to the application by that Owner or Occupier to the carrying out of that activity.

2.4 Consent by Executive Committee may be revoked or withheld

Consent given by the Executive Committee under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) subject to by-law 2.3, may be granted or withheld in the absolute discretion of the Executive Committee or be given conditionally.

2.5 Consent Conditions

Owners and Occupiers must comply with any condition in a consent

2.6 Reporting act or activity to Owners Corporation

Where a by-law requires an act or activity to be reported to the Owners Corporation, unless stated otherwise by the by-law:

- (a) if the Owners Corporation has appointed a caretaker or building manager, that act or activity must be reported to the caretaker or building manager; and
- (b) if the Owners Corporation has not appointed a caretaker or building manager, that act or activity must be reported to the Managing Agent, or if a Managing Agent has not been appointed, to a member of the Executive Committee.

2.7 Exclusive Use By-Laws

- (a) Each of the by-laws in Section 2 is an Exclusive Use By-Law
- (b) The Owner of a Lot who has the benefit of an Exclusive Use by-law may allow the Occupier of their Lot to exercise the rights of the Owner under the Exclusive Use by-law. The Owner remains responsible to the Owners Corporation in connection with compliance with the Exclusive Use by-law.
- (c) An Exclusive Use by-law, so far as it relates to a Lot, may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the consent of the Owner of the Lot.
- (d) The party or parties having the benefit of an Exclusive Use By-Law in connection with an Exclusive Use Area which is also a Shared Facility must permit the Exclusive Use Area to be used by the party or parties entitled to use the Exclusive Use Area under the Strata Management Agreement.
- (e) The party or parties entitled to use an Exclusive Use Area must comply with those terms of the Strata Management statement which apply to or relate to the Exclusive Use Area.
- (f) The party or parties having the benefit of an Exclusive Use by-law in connection with an Exclusive Use Area which is the subject of an Easement must permit the Benefited Party to exercise their rights under the Easement.
- (g) The consent of the Owner having the benefit of an Exclusive Use By-law in connection with an Exclusive Use Area must be obtained to the creation of an Easement after the date of registration of these by-laws which affect or relates to the Exclusive Use Area, which consent must not be unreasonably withheld if the proposed Easement does not impact adversely on the rights under the relevant Exclusive use By-law relating to the Exclusive Use Area.

3. BEHAVIOUR AND RESPONSIBILITY ON COMMON PROPERTY**3.1 General Obligations**

- (a) Owners and Occupiers must be adequately clothed when on Common Property.
- (b) Owners and Occupiers must do all that is necessary not to break any Law when on Common Property.
- (c) Owners and Occupiers must ensure their children and the children of their visitors:
 - (i) are accompanied by a responsible adult if they are playing within the bounds of Common Property; and

- (ii) unless accompanied by a responsible adult, do not enter areas of Common Property that are likely to be dangerous to children.
- (d) Owners and Occupiers must ensure their invitees:
 - (i) are not left to remain on the Common Property unsupervised except to the extent reasonably necessary for their arrival and departure.
 - (ii) do not do anything that they cannot do under the by-laws; and
 - (iii) are removed from the building upon refusing to comply with the By-laws.

3.2 Prohibited behaviour

Owners and Occupiers must not:

- (a) make noise or behave in a way likely to interfere with another's peaceful enjoyment of their Lot or Common Property.
- (b) use language or behave in a manner likely to cause offence or embarrassment to the Occupier of another Lot or to any person lawfully using Common Property.
- (c) obstruct the lawful use of Common Property by any person;
- (d) smoke while on Common Property or allow smoke to emit from their Lot;
- (e) do anything which is illegal while on Common Property
- (f) bring or permit to enter, any heavy article which might cause structural damage to the Building.

4. COMMON PROPERTY

4.1 Prohibited conduct

Owners and Occupiers must not:

- (a) do anything to damage or deface Common Property;
- (b) interfere with any personal property vested in the Owners Corporation;
- (c) damage any lawn, plant, tree or garden situated on or within Common Property;
- (d) purposely damage or use part of a lawn or garden, a plant or tree for their own purpose;
- (e) place or hang laundry on any part of the Common Property;
- (f) park or stand any Vehicle on any part of the Common Property; or
- (g) use or interfere with any fire safety equipment except in case of an emergency and must not obstruct any fire stairs or fire escape.

4.2 Prevention or damage to Common Property

Owners and Occupiers must not:

- (a) interfere with the operation of any Equipment installed in the Common Property;
- (b) modify any existing Equipment (whether or not such Equipment is contained wholly within their Lot); or
- (c) interfere with Common Property or remove any article from the Common Property placed there by direction or authority of the Owners Corporation,
without the prior written consent of the Owners Corporation.

4.3 Easements

Owners and Occupiers must do anything to prevent, hinder or delay a Benefited Party from carrying out its rights under an Easement.

4.4 Duty to notify defects to Owners Corporation

Owners and Occupiers must inform the Owners Corporation of any noticeable defect they notice in the Common Property or personal property vested in the Owners Corporation.

4.5 Maintenance of installations

Notwithstanding section 62 of the Management Act, Owners and Occupiers must maintain and keep in a state of good repair or otherwise as reasonably required by the Owners Corporation, any installation that service their Lot to which the consent of the Owners Corporation has been given under the By-laws.

5. VISITOR CAR SPACES

5.1 Obligation on Owners and Occupiers

Owners and Occupiers:

- (a) must not park or stand any Vehicle on any Visitor Car Space;
- (b) must comply with the directions of the Owners Corporation, the caretaker and the Facilities Manager in connection with access to and use of the Visitor Car Spaces; and
- (c) must ensure their visitors comply with the directions of the Owners Corporation, the Caretaker and the Facilities Manager in connection with access to and use of the Visitor Car Spaces.

6. OCCUPATION AND USE OF LOTS**6.1 General**

- (a) Owners and Occupiers must:
- (i) keep their Lot clean, tidy and in good repair; and
 - (ii) comply with all Laws affecting their Lot.
- (b) Owners and Occupiers must not:
- (i) store or use any chemical, liquid, gas or flammable material on their Lot unless it is to be used in the lawful, permitted use of their Lot.
 - (ii) use or allow their Lot to be used or occupied:
 - (A) for any unlawful purpose; or
 - (B) for any purpose that may affect, lessen or damage the reputation of the Building;
 - (iii) break any Law whilst on their Lot;
 - (iv) place or hang laundry, towels, rugs, bedding or any other similar item on any part of their Lot that is visible from outside their Lot;
 - (v) keep anything which is visible from outside their Lot which is inconsistent with the visual aesthetics of the Building;
 - (vi) operate or allow to operate any device or electronic equipment on their Lot which interferes with any domestic appliance lawfully in use in the Building or another Lot;
 - (vii) place, attach or hang from any part of their Lot or the Common Property any aerial or any security device or wires; or
 - (viii) install or operate any intruder alarm in their Lot which emits an audible signal.

6.2 Floor Coverings

Owners and Occupiers must ensure the floor space within their Lot is covered or otherwise treated so as to prevent the transmission of noise from such floor space which is likely to disturb the peaceful enjoyment of another Lot (kitchens, bathrooms and laundries excluded).

6.3 Window Coverings

- (a) Owners and Occupiers must ensure the window treatment of their Lot (such as curtains, blinds, shutters and louvres) is either of a neutral or off white colour approved by the Owners Corporation. Any window treatment such as shutters, must be painted, and must be painted in a neutral or off white colour. Wood colour or natural wood is not permitted.
- (b) Owners and Occupiers must not attach, erect, install or affix vertical blinds to their Lot.
- (c) Owners and Occupiers must not tint the windows or glass doors of their Lot with mirror reflective tint.
- (d) Owners and Occupiers must not without the consent of the Owners Corporation:
- (i) tint the windows or glass door of their Lot with any other type of tint;
 - (ii) attach, erect, install or affix any window treatment to the outside of the windows or doors on their Lot (such as louvres, shutters, awnings, sun shades or sun blinds); or
 - (iii) attach, erect, install or affix any bars, screens (whether security screens or insect screens), grilles, locks or any safety device on the interior or exterior of windows or doors in the lot which is visible from outside the Lot.

6.4 Cleaning Windows

- (a) Owners and Occupiers must keep clean all interior surfaces and exterior surfaces of glass in windows and doors on the boundary of their Lot, including so much as is Common Property, unless:
- (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (ii) that glass or part of the glass cannot be accessed by the Owner or the Occupier of the Lot safely or at all.
- (b) The Owners Corporation may decide:
- (i) to keep clean that part of the Common Property which is the glass surface of any window or door or the boundary of any Lot or Lots; or
 - (ii) not to keep clean that part of the Common Property which is the glass surface of any windows or door on the boundary of any Lot or Lots.

6.5 Balconies

- (a) Owners and Occupiers must:
- (i) keep the balconies of their Lot clean, tidy and in good repair; and
 - (ii) ensure those parts of the balcony rails and door and window frames on the boundary of their Lot which are Common Property are cleaned on a regular basis so as to prevent corrosion, rusting and weathering.
- (b) Owners and Occupiers must not place any item on the balcony of their Lot;

- (i) which is fixed (with the exception of air-conditioning units installed pursuant to Special By-Law 1)
 - (ii) which is inconsistent with use as a balcony; or
 - (iii) which is inconsistent with the aesthetics and appearance of the Building.
- (c) Owners and Occupiers must not place or hang laundry, towels, rugs, bedding or any other items on the balcony of their Lot.

6.6 Barbecues

Owners and Occupiers must not:

- (a) place or operate a barbecue on the balcony of their Lot unless:
 - (i) it is a portable gas barbecue with a cover; or
 - (ii) it is a barbecue approved by, or a type approved by, the Owners corporation; or
- (b) permit any smoke or odour to emit from a barbecue on their Lot which causes or is likely to cause a nuisance to the owners and Occupiers of other Lots.

6.7 Car Space

- (a) Owners and Occupiers must keep the car space of their Lot clean and free from grease.
- (b) Owners and Occupiers must not use their car space for storage purposes unless they have the consent of the Owners Corporation to do so.
- (c) Owners and Occupiers may only use their car space for parking motor cars, motor bicycles and bicycles (and no other vehicles such as boats, caravans and trucks (this list is not exhaustive)).
- (d) Owners and Occupiers must not enclose their car space.

6.8 Commercial Operations

- (a) The Owners Corporation must be notified by an Owner or Occupier:
 - (i) who is carrying out or who intends to carry out; or
 - (ii) who permits or intends to permit any person to carry out, commercial operations from their Lot.
- (b) On request by the Owners Corporation, each Owner and Occupier of a Lot must give the Owners Corporation a copy of the consents they hold in connection with any commercial activities being operated on their Lot

7. SECURITY AND SECURITY KEYS

7.1 General

- (a) Owners and Occupiers must not do anything which may prejudice the security or safety of the building.
- (b) Owners and Occupiers must close all security doors and gates when they pass through them.
- (c) Owners and Occupiers must exercise great care in making a Security Key available for users of their Lot.
- (d) Owners and Occupiers must take all reasonable steps to ensure return of the Security Key to the Owner or the Owners Corporation
- (e) Owners and Occupiers must promptly notify the Owners Corporation if a Security Key is lost or destroyed.

7.2 Access

If it considers it necessary, the Owners Corporation may:

- (a) close off or restrict by means of Security Key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
- (b) exclude access to any part of the Common Property as a means of monitoring the security of the building; and
- (c) restrict by means of Security Key access to one level of the Building to any other level.

7.3 Restricted Access

- (a) if the Owners Corporation restricts access under by-law 7.2, the Owners Corporation may make available to Owners and Occupiers free of charge or for a charge or bond (at the election of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.
- (b) The Owners Corporation may charge Owners and Occupiers a fee or a bond for any additional or extra Security Keys they may require.
- (c) Owners and Occupiers must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.

7.4 Owners Corporation may re-code Security Keys

The Owners Corporation has the power to re-code Security Keys and to require Owners and Occupiers to return their Security Keys to have them re-coded.

7.5 Agreement with Third Party

The Owners Corporation has the power to make agreements with other parties to manage the Security Keys system for a charge, and if it does, Owners and Occupiers must deal with that party and pay the fee or bond that party may require for Security Keys.

7.6 Strata Management Statement

Owners and Occupiers acknowledge the Strata Management Statement contains provisions relating to the security of the Building.

8. COMPENSATION TO OWNERS CORPORATION**8.1 Damage**

Owners and Occupiers must compensate the Owners Corporation for any damage to the Common Property or personal property vested in the Owners Corporation caused by them or any of their invitees.

8.2 Costs

Owners and Occupiers must reimburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of breach of the by-laws by them or anyone under their control.

9. RULES AND CODES**9.1 Power of Owners Corporation to make Rules and Codes**

The Owners Corporation may make Rules and Codes relating to matters associated with:

- (a) the use and management of the Building;
- (b) the security and control of the Building;
- (c) the manner of treating windows and glass doors of Lots (such as the type and colour of window treatment which is permitted);
- (d) the type of bars, screens (whether security screens or insect screens), grilles, locks or any other safety devices on the interior or exterior of windows or doors in Lots;
- (e) the appearance of Lots;
- (f) the appearance of the Building
- (g) the type of furniture and other items which are prohibited from being placed on balconies;
- (h) the type of Signs; and
- (i) any other matter determined by the Owners Corporation.

9.2 Amending or Replacing Rules or Codes

- (a) The Owners Corporation may amend or replace any Rule or Code.
- (b) The Owners Corporation must display and new or amended Rule or Code on the notice board of the Building for at least 7 days, or send a copy to each Owner.
- (c) If the Owner is not the Occupier, the Owner must send a copy of any new rule or Code to the Occupier within 7 days of receiving a copy from the Owners Corporation.

9.3 Owners and Occupiers Bound

Owners and Occupiers are bound by the Rules and the Codes and must comply with them at all times.

9.4 Breach

Breach of a Rule or Code by an Owner, Occupier or the Owners Corporation will be regarded as, and deemed to be, a breach of these By-laws.

10. PROVISION OF AMENITIES OR SERVICES**10.1 Owners Corporation May Contract Out**

The Owners Corporation may determine to enter into arrangements for the provision of amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots including (this list is not exhaustive):

- (a) window cleaning
- (b) garbage disposal
- (c) electricity, water or gas supply; and
- (d) telecommunications services (for example, cable television).

10.2 Service Fee

If the Owners Corporation makes a resolution referred to in by-law 10.1 to provide an amenity or service to a Lot or to the owner or Occupier of a Lot, it must indicate in the resolution the amount which, or the conditions on which, it will provide the amenity or service.

11. INSURANCE PREMIUMS

11.1 Obligations of Owners and Occupiers

- (a) Unless there is prior written consent of the Owners Corporation, Owners and Occupiers may not do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
- (b) Owners and Occupiers must immediately notify the Owners Corporation of any activity carried out or intended to be carried out or permitted to be carried out on their Lot which may increase the premiums for the insurances held by the Owners Corporation.

11.2 Owner or Occupier liable

- (a) Consent under by-law 11.1(a) allows the Owners Corporation to require an Owner or Occupier to reimburse the owners Corporation for the higher premiums.
- (b) Owners and Occupiers are responsible to pay the amount by which any insurance premium may increase as a result of any activity being carried out on that Owner's Lot. The increased amount must be paid from time to time on demand from the owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

12. MOVING AND DELIVERING**12.1 Large and Heavy Items**

- (a) This by-law relates to moving in and out of the Building, taking delivery of items in the Building and moving large or heavy items through the Common Property.
- (b) Such items may only be moved through the Common Property or taken delivery of, in accordance with the requirements and Rules of the Owners Corporation.
- (c) If the Owners Corporation has appointed a caretaker, Owners and Occupiers must comply with his requirements.

12.2 Damage

Owners and Occupiers must not do any damage to the Common Property, or must immediately make good any such damage they have caused to their Lot.

12.3 Strata Management Statement

Owners and Occupiers acknowledge the Strata Management Statement contains provisions relating to moving and delivering items.

13. COMPLAINTS AND APPLICATIONS**13.1 To Be In Writing**

- (a) Any complaint or application to the Owners Corporation or the Executive Committee must be addressed in writing to the party nominated from time to time by the Owners Corporation to accept that complaint or application.
- (b) If the Owners Corporation has not made a nomination, then complaints and applications must be addressed to the Managing Agent, or if the Owners Corporation has not appointed a Managing Agent, to the Executive Committee.

14. LEASE OR LICENCE OF LOTS**14.1 General**

This by-law applies to Lots that are leased or licensed or otherwise occupied by a party other than the Owner.

14.2 Obligations of Owners

If an Owner of a Lot has leased or licensed that Lot, the Owner of the Lot must:

- (a) ensure the Occupiers have a copy of the most recent version of the by-laws and of any Rule or Code (including any amendments or changes from time to time);
- (b) ensure the Occupiers comply with the By-laws and any Rule or Code;
- (c) act promptly to comply with any reasonable notice the Owner may receive from the Owners Corporation, the Executive Committee, the Managing Agent and the Caretaker or building manager (if any) about the Occupiers; and
- (d) take all action available to ensure the Occupiers comply with the By-laws and Rule or Code and any reasonable notice the Owner receives from the Owners Corporation.

14.3 Obligations of Occupiers

If an Owner of a Lot has leased or licensed the Lot, the Occupier of the Lot:

- (a) must comply with the By-laws and any Rule or Code; and
- (b) must promptly comply with any notice it receives from the Owners Corporation, the Executive Committee, the Managing Agent and the Caretaker or building manager (if any).

15. ACCESS**15.1 Owners Corporation and Caretaker May Have Access**

- (a) The Owners Corporation and the Caretaker, by each of their respective agents, employees or contractors may, with or without tools and materials, enter, have access to and go through a Lot or any part of a Lot for the purposes of:
 - (i) carrying out work required to be carried out by the Owners Corporation in accordance with the requirements of the Management Act;

- (ii) carrying out works required to be carried out by the Owners Corporation by a notice served on it by any public Authority
 - (iii) carrying out work required to be carried out by the Owners Corporation by an order under the Management Act; and
 - (iv) carrying out work to the gardens and landscaped areas in the Common Property adjacent to the Lot.
- (b) Owners and Occupiers must not obstruct or hinder the Owners Corporation in the exercise of its functions under this by-law

15.2 Right to Store

In order for the Owners Corporation to undertake its functions in this by-law, the Owners and Occupiers of Lots must permit the Owners Corporation and the Caretaker to temporarily store any necessary equipment or material on their Lot.

16. CARETAKER AGREEMENT

16.1 Appointment

The Owners Corporation may:

- (a) appoint the Caretaker to provide the Building Service for the purposes of assisting the Owners Corporation in its functions of managing the Common Property, controlling the use of the Common Property and maintaining and repairing the Common Property; and
- (b) enter into the Caretaker Agreement referred to in by-law 16.2 to provide those services.

16.2 Terms of the Caretaker Agreement

- (a) The Caretaker Agreement may be for the Initial Period and then any period permitted by law after the Initial Period.
- (b) The Caretaker Agreement may contain the following provisions:
 - (i) provide for remuneration to the Caretaker of an annual fee to be agreed between the Owners Corporation and the Caretaker; and
 - (ii) provide for the annual fee to be reviewed annually in accordance with the consumer price index.
- (c) The agreement may include provisions about:
 - (i) the manner in which the Caretaker must carry out the Building Services;
 - (ii) the manner in which employees and contractors are to be engaged;
 - (iii) the manner in which the Caretaker may be reimbursed for expenses; and
 - (iv) the manner in which the agreement may be assigned.
- (d) The agreement may contain provisions pursuant to which the Owners Corporation:
 - (i) consents to the Caretaker providing the Apartment Services and the Real Estate Services; and
 - (ii) permits the Caretaker to use any part of the Common Property for the purposes of providing the Apartment Services and the Real Estate Services; and
 - (iii) agrees not to permit any other party to use the Common Property or any part of it for the purposes of providing services similar to the Apartment Services and the Real Estate Services.

17. OBSTRUCTION OF THE CARETAKER

17.1 Obligations on Owners and Occupiers

Owners and Occupiers must not:

- (a) interfere with or obstruct the Caretaker from using any part of the Common Property in providing the services contemplated by the Caretaker Agreement; and
- (b) interfere with or obstruct the Caretaker from using any part of the Common Property in providing the services contemplated by the Caretaker Agreement.

18. STRATA MANAGEMENT STATEMENT

18.1 What the Strata Management Statement is about

The Strata Management Statement the subject of this by-law:

- (a) governs the relationship between the Owners Corporation and the other parties to the statement in connection with matters relating to the management of the buildings the subject of the statement and in connection with matters relating to the Shared Facilities; and
- (b) contains rules in connection with the Shared Facilities.

18.2 By-Laws

The Owners Corporation must do what is reasonable (including passing the relevant resolutions in general meeting to cure any inconsistency) to ensure none of the By-Laws or any Rule or Code is inconsistent with the terms of the Strata Management Statement.

18.3 Power to Enter Into Strata Management Statement

The Owners Corporation has the power to enter into the Strata Management Statement and to appoint a Representative and Substitute Representative to the Building Management Committee.

18.4 Representative of the Building Management Committee

- (a) The Owners Corporation must at all times have a Representative or Substitute Representative on the Building Management Committee, whose identity shall be as determined by by-law 18.4(b).
- (b) Subject to the provisions of by-law 18.4(e), the Representative and Substitute Representative must be one of the members of the Executive Committee. The Executive Committee must appoint one of its members to be its Representative (and if necessary, Substitute Representative) on the Building Management Committee and has the power to terminate those appointments and to make fresh appointments at meetings of the Executive Committee, as the Executive Committee considers appropriate.
- (c) The Executive Committee must give all necessary directions to the appointed Representative and Substitute Representative to enable those parties to perform their duties as the Representative and Substitute Representative of the Owners Corporation at meetings of the Building Management Committee.
- (d) The appointed Representative and Substitute Representative must abide by the decisions and directions of the Executive Committee (or the Owners Corporation in general meeting) when performing their respective functions as the appointed Representative and Substitute Representative of the Owners Corporation at meetings of the Building Management Committee.
- (e) Unless and until the Owners Corporation receives written notice from the Original Owner that it does not require its nominee to be the Owners Corporation's Representative and Substitute Representative on the Building Management Committee, the Owners Corporation's Representative and Substitute Representative on the Building Management Committee shall be nominees of the Original Owner.

18.5 Consent of the Building Management Committee

- (a) The granting of consent to an Owner or Occupier under these By-laws to the doing of any act, matter or thing is not to be regarded as consent from the Building Management Committee to the act, matter or thing.
- (b) If the consent of the Building Management Committee is required to the doing of any act, matter or thing, then the Owners Corporation or any Owners and Occupier who wishes to do the act, matter or thing must procure the consent of the Building Management Committee before doing the act, matter or thing.

18.6 Compliance with Strata Management Statement and Directions of Building Management Committee

The Owners Corporation and every Owners and Occupier must comply with:

- (a) their respective obligations in the Strata Management Statement; and
- (b) the directions of the Building Management Committee and the Facilities Manger given in the proper exercise of their respective functions under the Strata Management Statement.

18.7 Shared Facilities

- (a) In respect of any Shared Facility which is located on or in the Common Property, the Owners Corporation:
 - (i) must comply with the terms of the Strata Management Statement so far as it relates to that Shared Facility; and
 - (ii) must not restrict access to that Shared Facility by any party who is entitled to access under the Strata Management Statement.
- (b) In respect of any Shared Facility which is located on or in a Lot, the Owners and Occupier of that Lot:
 - (i) must comply with the terms of the Strata Management Statement so far as it relates to that Shared Facility.
 - (ii) must not restrict access to that Shared Facility by any party who is entitled to access under the Strata Management Statement.

19. BUILDING WORKS**19.1 Approval of Owners Corporation Required**

- (a) Owners may only carry out Building Works if they follow the procedures in this by-law 19. "Building Works" include Minor Building Works and Major Building Works.
- (b) Owners who intend to carry out Minor Building Works must comply with by-law 20.
- (c) Owners who intend to carry out Major Building Works must comply with by-law 21.

19.2 Occupiers

Occupiers must not carry out Minor Building Works or Major Building Works of any kind.

20. MAJOR BUILDING WORKS**20.1 Pre-conditions to Commencing to Carry Out Minor Building Works**

Owners must not carry out or commence to carry out Minor Building Works unless:

- (a) The Owners Corporation has been given the following written information in connection with the works at least 14 days prior to commencing the works:

- (i) details of the nature of the works;
 - (ii) details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)); and
 - (iii) details of the proposed commencing date and completion date of the works;
- (b) all relevant consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies given to the Owners Corporation; and
- (c) all relevant insurances (if applicable) are in place and copies of the policy and a certificate of currency to the Owners Corporation.

20.2 Conditions When Carrying Out Minor Building Works

An Owner carrying out Minor Building Works must:

- (a) comply with the reasonable requirements of the Owners Corporation relating to their conduct;
- (b) comply with the requirements of all relevant Authorities and the consents from the relevant Authorities;
- (c) ensure the works are carried out in a proper and workmanlike manner;
- (d) use only qualified and where appropriate, licensed tradesmen;
- (e) ensure the works are carried out without undue delay;
- (f) ensure no materials, tools, rubbish or debris are left lying about the Common property;
- (g) causes as little disturbance as is practicable to other Owners and Occupiers;
- (h) ensure no damage is caused to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
- (i) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
- (j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage; and
- (k) ensure the works are only carried out within the times permitted by any Development Consent or if there is no Development Consent within any reasonable times prescribed by the Owners Corporation.

21. MAJOR BUILDING WORKS

21.1 Approval of Owners Corporation Required

- (a) Owners must not carry out or commence to carry out Major Building Works unless the works and the plans and specifications relating to the works are first approved by the Owners Corporation in the manner contemplated by this by-law.
- (b) Owners acknowledge the Owners Corporation may only give its consent to Major Building Works if it has received the approval of the Building Management Committee to those works.

21.2 Application to Owners Corporation

An Owner wishing to procure the approval of the Owners Corporation to Major Building Works must:

- (a) make an application in writing to the Managing Agent (or if a strata managing agent has not been appointed, to the Secretary);
- (b) include with the application:
 - (i) any fee prescribed by the Owners Corporation
 - (ii) detailed plans and specifications for the Major Building Works;
 - (iii) a description of the proposed Major Building Works; and
 - (iv) information as to:
 - (A) whether the proposed Major Building Works are to Common Property or may affect Common Property in any way; and
 - (B) whether the proposed Major Building Work will or are likely to impact on or affect the structural integrity of the Building.

21.3 Rights in Owners Corporation

- (a) In order for the Owners Corporation to process and application for approval for Major Building Works, the Owners Corporation may:
 - (i) require the applicant to submit further information or further plans, specifications or reports;
 - (ii) waive the requirement to submit detailed plans and specifications
 - (iii) require the applicant to provide a report or certification from a suitably qualified consultant (approved by the Owners Corporation) confirming the proposed Major Building Works will not impact on the structural integrity of the Building; or

- (iv) appoint a consultant to review any material or any information provided by the applicant and to make recommendations (the Owners Corporation may require the applicant to pay for or accept responsibility for payment of the consultant's fees).
- (b) In processing an application, the Owners Corporation:
 - (i) may act in its own discretion;
 - (ii) approve it unconditionally or may impose conditions; and
 - (iii) may disregard its previous decisions.
- (c) In processing an application, the Owners Corporation may require the payment of a bond;
 - (i) to be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation in connection with the Major Building Works;
 - (ii) to be applied by the Owners Corporation towards rectification of any damage to Common Property as a result of carrying out the Major Building Works; and
 - (iii) to be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its rights and functions under this by-law 21.
- (d) The role of the Owners Corporation in processing and approving an application is procedural only. The Owners Corporation does not take any responsibility for the adequacy or appropriateness of any approval it may give.
- (e) If the Owners Corporation has not approved an application for Major building Works within 42 days of receiving the application then the Owners Corporation will be regarded as not approving the application before it.
- (f) The Owners Corporation may revoke an approval if an Owner does not comply with the conditions in the approval.

21.4 Pre-conditions to Commencing to carry out Major Building Works

- (a) The provisions of this by-law apply to all Major Building Works, whether to a Lot or to Common Property.
- (b) Owners must not commence to carry out Major Building Works unless:
 - (i) the Owners Corporation has approved the works in accordance with by-laws 21.1 and 21.2;
 - (ii) the Owners Corporation has approved the plans and specifications for the Major Building Works in accordance with by-law 21.2;
 - (iii) all relevant consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies provided to the Owners Corporation;
 - (iv) all relevant insurances (if applicable) are in place and copies of the policy and the certificate of currency provided to the Owners Corporation.
 - (v) the bond (if any) required by the Owners Corporation, has been paid to the Owners Corporation;
 - (vi) The Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the Major Building Works;
 - (vii) the Owners Corporation has been given details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)).

21.5 Pre-conditions to commencing to carry out Major Building Works to Common Property

- (a) The provisions of this by-law apply to Major Building Works to Common Property.
- (b) If Major Building Works (or some part of them) are to Common Property, then in addition to complying with other relevant parts of this by-law 21, the Owner to whom approval has been given must not commence to carry out the Major Building Works unless:
 - (i) a special resolution has first been passed at a meeting of the Owners Corporation specifically authorising the carrying out of the works; and
 - (ii) (if the ongoing maintenance of the Common Property affected by the works is to be the responsibility of the Owner):
 - (A) a special resolution has first been passed at a meeting of the Owners Corporation stipulating the ongoing maintenance of the Common Property is the responsibility of the Owner;
 - (B) the Owners Corporation has made and registered a by-law to that effect; and
 - (C) the Owner has given the Owners Corporation its written approval to the making of the by-law.

21.6 Conditions When Carrying Out Major Building Works

When carrying out Major Building Works an Owner to whom approval has been granted must:

- (a) comply with the reasonable requirements of the Owners Corporation and any conditions in the approval from the Owners Corporation;
- (b) comply with the requirement of all relevant Authorities and the consents from the relevant Authorities;
- (c) ensure the works are carried out in a proper and workmanlike manner;
- (d) use only qualified and where appropriate, licensed tradesmen;

- (e) ensure the works are carried out without undue delay
- (f) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
- (g) cause as little disturbance to other Owners and Occupiers as is practicable;
- (h) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
- (i) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
- (j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage;
- (k) ensure the works are only carried out within the times permitted by any Development Consent or (if applicable) within the times permitted by the approval from the Owners Corporation.

21.7 Special Privilege to Access Common Property

The Owner to whom approval has been granted to carry out Major Building Works has the special privilege to access to all relevant parts of the Common Property for the purposes of carrying out the Major Building Works for such reasonable period of time as may be necessary to carry out the works (or for such time as permitted in any approval to the works from the Owners Corporation).

21.8 Completion of Major Building Works

On completion of Major Building Works, the Owner who has carried out the works must:

- (a) ensure all rubbish and debris caused by the works is removed from the Building and environs;
- (b) ensure the Common Property is left clean and tidy;
- (c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works; and
- (d) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the Major Building Works do not impact the structural integrity of the Building or upon Common Property.

21.9 Major Building Works Must Comply with Laws and Requirements of Authorities

An Owner who has carried out Major Building Works must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.

21.10 Indemnity

An Owner who has carried out Major Building Works agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation:

- (a) in connection with the Major Building Works (including costs for approving the Major Building Works); and
- (b) arising out of damage to property (including, without limitation, to the Common Property) or injury to persons as a result of carrying out the Major Building Works or resulting from the Major Building Works once installed.

21.11 Right in Owners Corporation to Remedy

At its election, the Owners Corporation may:

- (a) perform any obligation of an Owner which the Owner has failed to perform, within a reasonable time after written notice from the Owners Corporation;
- (b) enter any part of the Parcel to carry out its rights in this by-law; and
- (c) recover the costs incurred by the Owners Corporation in carrying out its rights in this by-law as a debt due and owing to the Owners Corporation by the Owner, together with interest on any monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the rate of 10% per annum, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made.

21.12 Future Alterations to Major Building Works

Owners and Occupiers must not make any alterations, additions or modifications to Major Building Works, once installed, without following the procedures in this by-law 23.

21.13 Major Building Works Not Permitted To Remain

Owners and Occupiers must not permit to remain on the Lot or Common Property any Major Building works which have not been approved by the Owners Corporation in accordance with this by-law 21.

21.14 Development Consent

Approval by the Owners Corporation to a Development Application must not be regarded as approval by the Owners Corporation to carry out the Major Building Works the subject of the Development Application. Approval of the Owners Corporation to the Major Building Works must be obtained following the procedures in this by-law 21.

22. ANIMALS

22.1 Permitted

(a) Subject to section 49(4) of the Management Act and by-laws 22.1(b) and 22.2, Owners and Occupiers may keep up to 3 animals or birds (not being poultry) on their Lot.

(b) All dogs and cats must be registered with the appropriate Authority.

22.2 Prohibited

The following animals are not permitted to visit or be kept on any Lot or on any part of the Parcel:

(a) any dog or cat that is not registered with the appropriate Authority;

(b) any dog which is declared dangerous under the *Dog Act 1996 (NSW)*;

(c) any animal declared by the Executive Committee to be a prohibited animal (the provisions of this by-law are not retrospective); and

(d) any dog which the Australia Government prohibits from importation into Australia.

22.3 Obligations

Owners and Occupiers must, in relation to any animal owned or in the care of that Owner or Occupier:

(a) clean up all excrement or refuse left upon Common Property by the animal;

(b) make good, or bear the cost of making good, any damage to Common Property by the animal; and

(c) ensure all animals are on a leash, caged or otherwise contained when on Common Property.

23.1 Non Recyclable Garbage

(a) Garbage that is non recyclable must be:

(i) separated from Garbage that is recyclable;

(ii) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local council, any relevant Authority or otherwise);

(iii) securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped); and

(iv) placed by Owners and Occupiers in the Garbage Room.

23.2 Recyclable Garbage

Garbage that is recyclable material must be:

(a) separated from Garbage that is non-recyclable;

(b) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local council, any relevant Authority or otherwise);

(c) in the case of bottles, completely drained; and

(d) placed in the relevant bins in the Garbage Room.

23.3 Owners and Occupiers Must Clean Spills

Owners and Occupiers must:

(a) promptly remove any Garbage that may have spilled anywhere on the Common Property or in the Garbage Room; and

(b) promptly clean the area on which the Garbage has been spilled anywhere on the Common Property or in the Garbage Room.

23.4 General

Owners and Occupiers must not place or leave Garbage anywhere on the Common Property.

24 SIGNS

24.1 Prohibited

Owners and Occupiers must not attach, erect or exhibit any Sign to or on any part of the Common Property or any part of their Lot which is visible from outside the Lot.

24.2 Qualification

The provisions of this by-law do not apply to any Sign attached, erected or exhibited:

(a) on any part of the Building by the Original Owner, any party on behalf of the Original Owner or any party authorised by the Original Owner;

(b) on any part of the building by the Caretaker or any party on behalf of the Caretaker in connection with any service or function provided by the caretaker to the Owners Corporation; and

(c) on any part of the Building by the Facilities Manager or any party on behalf of the Facilities Manager in connection with any service provided by the Facilities Manager to the Building Management Committee.

25. LAWS AND REQUIREMENTS

25.1 Obligations of Owners and Occupiers

Owners and Occupiers must:

- (a) Comply with the requirements of all relevant Laws and Authorities applicable to their Lot and the Building
- (b) comply with the conditions of any Development Consent relevant to their Lot or the Building or the use of their Lot or the Building;
- (c) ensure their visitors and invitees comply with the requirements of all relevant Laws and Authorities applicable to their Lot and the Building
- (d) ensure their visitors and invitees comply with the conditions of any Development Consent relevant to their Lot and the Building or the use of their Lot and the Building;
- (e) Comply with any notice issued to them by the Owners Corporation seeking them or their visitors or invitees to desist from breaching any Law, the requirements or any Authority or a condition in any relevant Development Consent; and
- (f) comply with any notice issued to them by a relevant Authority seeking them for their visitors or invitees to desist from breaching any Law, the requirement of any Authority or a condition in any relevant Development Consent.

26. SERVICES

26.1 Definitions

In this by-law:

- (a) reference to "Lot" is a reference to each Lot in the Strata Scheme
- (b) reference to "Owner" is a reference to the Owner of a Lot the subject of this by-law
- (c) "Conducting Medium" means any wire, cable, pipe, line, flute, duct, chute, drain, exhaust flue or duct, kitchen flue or duct, riser, exhaust, kitchen exhaust, air, ducted air, conditioned air, telephone, telecommunications, television impulses or signal, radio impulses or signal, or any other prescribed service.

26.2 Special Privilege

Despite any other by-law to the contrary, and subject to the conditions in this by-law, each Owner has:

- (a) the special privilege to connect into any Conducting Medium in the Common Property that contains a Service supplies by the Owners Corporation; and
- (b) the special privilege to access any Service supplied by the Owners Corporation.

26.3 Maintenance and Repair

The Owners Corporation is responsible for the costs associated with the operation, cleaning, maintenance, repair, renewal and replacement of the Common Property and the Conducting Media the subject of by-law 26.2.

26.4 Conditions

Each Owner:

- (a) must comply with the reasonable requirements of the Owners Corporation when exercising the rights in by-law 26.2; and
- (b) must pay for any Service supplied to it by the Owners Corporation the subject of by-law 26.2 at such rates and on such conditions the Service is supplied to the Owners of other Lots.

Special By-Law 1. Installation of Air-Conditioners

Notwithstanding By-law 6.5(b)(i), each owner for the time being of each lot in the strata scheme is conferred with the right to install an air-conditioning system (hereinafter defined as including a self-contained or split-system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) (hereinafter referred to as the "air-conditioner") to service the owners lot within the strata scheme subject to the following terms and conditions:

- (a) The owners of any lot proposing to undertake the installation of an air-conditioner must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the air-conditioner is to be installed;
- (b) the air-conditioner shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
- (c) the air-conditioner must be installed within the balcony air-space of the lot which it services, below the height of the balcony rail in a location and in such a way that it is not readily visible from the street front or any other public areas bounding the strata scheme;
- (d) the owners of any lot undertaking the installation of an air-conditioner must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (e) the installation of the air-conditioner must be effected in a workmanlike manner by licensed and insured tradespersons;
- (f) the air-conditioner must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
- (g) the air-conditioner must not expel any effluent or exhaust any air in such a way as to cause discomfort or inconvenience to an owner or occupier of a lot in the strata scheme or any person lawfully using the common property or to cause damage to the common property, including any plants, garden or lawn;
- (h) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the air-conditioner must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

- (i) the air-conditioner must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
- (j) the air-conditioner and all filters must be regularly cleaned by the owner;
- (k) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the air-conditioner is to be replaced or renewed;
- (l) In the event that an owner or occupier of a lot to which the air-conditioner is installed, after notice, fails to comply with any matters set out in conditions (a) to (k) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the air-conditioner;

Special By-law 2. Installation of Subscription TV

The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:

- (a) To purchase and install satellite or cable television to the strata scheme including all associated equipment such as cabling, amplifiers and wall plates at their discretion, and;
- (b) The maintenance, repair, renewal and replacement of the equipment referred to in subclause (a).

Special By-law 3. Exclusive Use – Installation of Storage Box

- (1) Each owner for the time being of each lot in the strata scheme is conferred with the right to install a Storage Box (hereinafter referred to as "storage box") to service the owners lot within the strata scheme subject to the following terms and conditions:
 - (a) The owners of any lot proposing to undertake the installation of a storage box must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the storage box is to be installed;
 - (b) the storage box must be installed wholly within the lot and shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
 - (c) the storage box must be installed in a location and in such a way that it does not interfere with access, use or operation of common property or another lot property in the strata scheme or any person lawfully using the common property any other public areas bounding the strata scheme;
 - (d) the storage box must be installed in a location and in such a way that it does not interfere or restrict the fire sprinklers or any other fire equipment in the strata scheme;
 - (e) the owners of any lot undertaking the installation of a storage box must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - (f) the installation of the storage box must be effected in a workmanlike manner by licensed and insured tradespersons;
 - (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the storage box must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - (h) the storage box must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - (i) any costs for repairs, replacement or insurance cover of the storage box including locking devices shall be borne by the lot owner in which the storage box services at no cost to the Owners Corporation;
 - (j) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the storage box is to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the storage box is installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the storage box.

Special By-Law 4. Service of Documents by Owners Corporation

PART 1 – Preamble

- (i) The intention of this By-law is to provide the Owners Corporation with alternative means of serving notices, minutes, levies and other general correspondence on the owners within the strata scheme, other than those already specified in the Strata Schemes Management Act 1996 (NSW).
- (ii) The method of delivery of notices referred to in this By-law may be issued by the Owners Corporation, where appropriate by electronic means including email, facsimile transmission, via the internet, website/s, electronic noticeboards or mobile telephone short message service (SMS).

PART 2 – Definitions & Interpretation

2.1 In this by-law, unless the context otherwise requires or permits:

- (a) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment
- (b) Email means the commonly recognised system for sending and receiving messages electronically over a computer network, as between personal computers, including any attachments to the email
- (c) Facsimile means any electronic communication device that transmits information in a form from which written material is capable of being reproduced
- (d) Lot means any lot in the strata plan
- (e) Notices means any correspondence issued by the Owners Corporation, including but not limited to notices and minutes of general meetings or executive committee meetings, levy contribution notices and levy contribution arrears notices, notices issued pursuant to section 45 of the Act (Notice to Comply) and all general correspondence

- (f) Non-Statutory Notice means any notice that the Owners Corporation is not obliged to issue under the Act, such as levy contribution reminder letters and levy contribution arrears notices, By-law warning letters, or general correspondence
 - (g) Owner means the owner of the Lot
 - (h) Owners Corporation means the owners corporation created by the registration of strata plan 82782
 - (i) SMS means Short Message Service, the common text messaging service available on mobile phones and other handheld devices
- 2.2 In this by-law, unless the context otherwise requires:
- (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 3 - Powers, Duties and Obligations of the Owners Corporation

- 3.1 Pursuant to section 236(4)(e) of the Act, the Owners Corporation, in addition to the functions conferred upon it by or under the Act and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to serve notices on the owners of the lots within the scheme by any of the following methods;
- (a) The address for services of notices specified in the section 118 provided by the lot owner to the Owners Corporation, or;
 - (b) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with an Email address, via the Email address supplied, or;
 - (c) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with a Facsimile number, via the Facsimile number provided, or;
 - (d) In addition to subclauses 3.1(a) to (c), for levy contribution payment notice, levy contribution arrears notices and general reminder notices, where an owner has provided the secretary, strata managing agent or Owners Corporation with a mobile telephone number, the Owners Corporation may issue reminder and payment details via an SMS message via the mobile number supplied.
- 3.2 Where a notice is issued to the owner of a lot by Email or Facsimile transmission, the secretary, strata managing agent or Owners Corporation must ensure a confirmation receipt is received verifying delivery of the notice to the email address or facsimile number.
- 3.3 In the event the secretary, strata managing agent or Owners Corporation receives a delivery error message when attempting to issue a notice via Email or Facsimile to a lot owner, they must immediately cause the notice to be issued by post to the address specified for the lot notified under section 118 of the Act.
- 3.4 In the event an error message is received pursuant to clause 3.3 of this By-law, the secretary, strata managing agent or Owners Corporation must ensure that sufficient period of notice is provided, as required by the Act for the delivery of the notice/s by post.

PART 4 – Responsibilities and Obligations of Owners

- 4.1 Where an owner has supplied the Owners Corporation with an address or addresses for the delivery of service of notices, whether it be a postal address, email address, mobile telephone or facsimile number, the owner must within 14 days notify and supply the Owners Corporation with any changes to the information they have previously supplied;
- 4.2 Any information provided by a lot owner pursuant to this by-law shall be relied upon by the Owners Corporation and any errors or omissions in the information provided is at the responsibility of the respective lot owner providing the information.
- 4.3 Where the Owners Corporation has complied with the terms and conditions of this By-law and the owner of a lot fails to receive any notices due to a failure to supply the Owners Corporation with updated information pursuant to clause 4.1, then the Owners Corporation cannot be held liable for the failure to receive the notice.
- 4.4 In the event an owner of a lot receives a notice from the Owners Corporation via email or facsimile and is unable to open or read the attachments contained within the notice they must immediately contact the person or entity that supplied the notice so an alternative notice may be issued.

Special By-Law No. 5 - Preservation of fire safety

The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

Special By-Law No. 6 - Delivery of Executive Committee Notices & Minutes

When issuing notices and minutes of Executive Committee Meetings, the Strata Managing agent shall be obliged to distribute the meeting notices and minutes by;

- (1)(a) Affixing a copy of the notice or minutes on the common notice board in accordance with the provisions of the Act, or;
 - (b) By emailing a copy of the notices or minutes to all owners that have provided the Owners Corporation with an email address for the delivery of notices by the Owners Corporation.
- (2) The Owners Corporation must cause a notice-board to be affixed to some part of the common property.

