

Form: 15CH
Release: 2-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales



Strata Schemes Management Act 2015
Real Property Act 1900

AM177954T

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect information 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.

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| (A) TORRENS TITLE | For the common property CP / SP 88940 | |
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| (B) LODGED BY | Document Collection Box | Name, Address or DX, Telephone, and Customer Account Number if any Strata Republic Pty Ltd PO Box R1860 Royal Exchange NSW 1225 (Ph: 1300 884 104) | CODE |
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(C) The Owners-Strata Plan No. 88940 certify that a special resolution was passed on 17/10/2015

(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(E) Repealed by-law No. 1-23
Added by-law No. 1-24
Amended by-law No. NOT APPLICABLE

as fully set out below:

See Annexure Hereto

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A

(G) The seal of The Owners-Strata Plan No. 88940 was affixed on 20/2/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: *[Signature]*
Name: Wade McKenzie

Authority: Managing Director

Signature: *[Signature]*
Name: Nicole Johnson

Authority: Strata Manager



"A"

Strata By Laws – SP88940
“Gantry”
1 Gantry Lane, Camperdown

BY-LAW 1:

DICTIONARY

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

Act means the Strata Schemes Management Act 1996;

Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the parcel, including the council;

Balcony means that part of a Lot which is noted as "B" on the Strata Plan;

Bicycle Storage Area means that part of the Common Property which is noted as "BS" on the Strata Plan;

Building means the building on the Parcel known as The Gantry;

Building Management Committee means the committee appointed under the Strata Management Statement;

By-laws mean these by-laws;

Car Parking Fee means the costs, fees and expenses incurred by or charged to the Owners Corporation in connection with administering, investigating compliance with or enforcing this by-law.

Car Space means a part of a Lot which has been approved by the relevant consent authority for use as a car space;

Caretaker means any person or corporation appointed under by-law 5, whether appointed by the Original Owner or the Owners Corporation;

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

Companion Animal has the meaning ascribed to that term in the Companion Animals Act 1998;

Council means Marrickville Council or its successor;

Enclosed Balcony means that part of a Lot which is noted as "EB" on the Strata Plan;

Excluded Dog:

- a. pit bull terrier;
- b. an American pit bull terrier;
- c. a dogo argentine;
- d. a fila brasileiro;
- e. a Japanese tosa;
- f. any other outcross;
- g. any dog prohibited from importation into Australia by the Commonwealth government; and
- h. unregistered or dangerous dog under the Companion Animals Act 1998;

Executive Committee means the Executive Committee of the Owners Corporation elected in accordance with the Act;

Fire Safety Device means any structure or device contained within a Lot or Common Property that:

- a. Monitors or signals the incidence of smoke, heat or fire within the Parcel;
- b. Provides lighting in the case of smoke, heat or fire within the Parcel;
- c. Controls access throughout the Parcel in the case of smoke, heat or fire in the Parcel (including doors, stairs and life);
- d. Extinguishes or decreases the spread of fire, smoke or heat through the Parcel; or
- e. Is required by Law for fire safety or that otherwise improves fire safety;

Fire Service Call-Out means any call-out in relation to emergency fire safety services to the strata scheme, including, without limitation, any call-out as a result of a telephone call to the fire brigade, the setting off of a Fire Safety Device, or an alert from any fire protection system located within the strata scheme.

Garbage and Recycling Room means the garbage and recycling room located on the Common Property;

Government Agency means any governmental, semi-government, statutory, public or other authority having jurisdiction over the Parcel;

Itinerant Use means short term accommodation or shelter or itinerant use, that is or may be available for public accommodation, including but not limited to:

- a. to short-term tourists or backpackers; and
- b. in hotels, motels, apartment hotels, bed and breakfast facilities, rental cabins and/or hostels

Law includes:

- a. The provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
- b. A requirement, notice, order, consent or direction received from or given by a statutory, public or other competent authority;

Lot means a lot in the Strata Plan;

Minimum Lease Term means a period of more than three (3) months;

Occupier means any person in lawful occupation of a lot or any part of a Lot;

Original Owner means Camperdown Square Development Pty Limited ACN 128 734 181;

Owner:

- a. Except as provided in paragraph (b), a person for the time being recorded in the register as entitled to an estate in that Lot; or
- b. A person whose name has been entered on the strata roll as an owner of a Lot in accordance with section 98 of the Act;

Owners Corporation means the Owners Corporation for the Strata Scheme; Parcel the land comprised in the Strata Scheme;

Parcel means the land compromised in the Stata Scheme

Pet Friendly Development means that the Gantry allows Owners to keep pets in accordance with the requirements outlined in by-law 9

Permitted Person means a person on the Parcel with the express or implied consent of an Owner or Occupier;

Residential Lot means a lot in the Strata Scheme;

Retail/Commercial Lot means each of Lots 2 and 4 in DP 1183831, or both of them;

Rules means the rules made under these by-laws;

Screens means any fly screens or other external screen or door which is attached to windows or doors;

Security Key means a key, magnetic or other device used to:

- a. Open and close gates or locks; or
- b. Operate alarms, security systems or communications systems; or
- c. Operate any equipment or system if applicable;

Strata Management Statement means the strata management statement registered with the Strata Plan;

Strata Manager means the strata managing agent appointed or to be appointed by the Owners Corporation and includes a reference to employees and contractors of the strata managing agent;

Strata Plan means the strata plan registered with these by-laws;

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

Storage Area means that part of a Lot which is noted as "S" on the Strata Plan;

Visitor means a person, not being an owner or Occupier of a lot, invited, requested or permitted on to the parcel by an owner or occupier; and

Visitor Car Parking Space means that part of the Common Property noted as "VIS" on the Strata Plan.

Interpretation

- 1.2 A word appearing and not defined in these by-laws but defined in the Act has the meaning under the act.
- 1.3 In these by-laws unless the contrary intention appears a reference to:
 - a. The singular includes the plural and vice versa;
 - b. Any gender includes all other genders;
 - c. A person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
 - d. This instrument includes any variation or replacement of it.
- 1.4 If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.
- 1.5 Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.
- 1.6 The word "includes" in any form is not a word of limitation.
- 1.7 A reference to Law includes all Law amending, consolidating or replacing Law.

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Owners Corporation Consent

- 1.8 A person must make an application for the consent of the Owners Corporation under these by-laws in writing.
- 1.9 Subject to an express provision in these by-laws the Owners Corporation must acting reasonably;
 - a. Give consent conditionally or unconditionally; or
 - b. Withhold its consent.
- 1.10 An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in the granting of consent.
- 1.11 Subject to an express provision in these by-laws or any provision of the Act, consents by the Owners Corporation under these by-laws may be given by:
 - a. The Owners Corporation at a general meeting; or
 - b. The Executive Committee at an Executive Committee meeting.
- 1.12 The Owners Corporation must give any consent required under these by-laws in writing.

BY-LAW 2:

LAWS AND INSTRUMENTS

2.1 These by-laws set out the rules of the Strata Scheme and bind:

- a. Owners;
- b. Occupiers;
- c. The Owners Corporation;
- d. Permitted Persons; and
- e. Mortgagees in possession of a lot.

Strata Management Statement

- 2.2 Each Owner and the Owners Corporation must perform and observe the provisions of the Strata Management Statement.
- 2.3 When appointing a Strata Manager, the Owners Corporation may (but is not obliged to) appoint the same Strata Manager appointed by the Building Management Committee.

Rules

- 2.4 The Owners Corporation may from time to time make Rules (or add to or change those Rules) about the security, control, management, operation, use and enjoyment of Lots and Common Property in the Strata Scheme.
- 2.5 The Rules must be consistent with these by-laws.
- 2.6 The Rules bind Owners, Occupiers, Permitted Persons and a mortgagee in possession of a Lot.
- 2.7 If a Rule is inconsistent with these by-laws or the requirements of a Government Agency, the by-laws or the requirements of the Government Agency prevail to the extent of the inconsistency.
- 2.8 The Owners Corporation must at all times, act in good faith and in a way that is consistent with the operation of the Strata Scheme.

Compliance with these By-Laws

- 2.9 Each Owner and Occupier must, at their own expense and in a timely fashion, perform and observe these by-laws and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the Strata Scheme.

Compliance with Laws

- 2.10 Each Owner and Occupier must perform and observe all Laws relating to their Lot including without limited any requirement, notices and orders of any Government Agency.

Covenants and Easements

2.11 Each Owner and Occupier must perform and observe the provisions of any covenant, easement or right of way affecting their Lot of the Common Property.

Levies

2.12 Each Owner must pay all levies and other amounts required to be paid by them pursuant to these by-laws and the provisions of the Act.

Non-compliance

2.13 The following provisions apply if an Owner or Occupier fails to comply with these by-laws:

- a. The Owners Corporation may enforce a by-law by legal means;
- b. The Owners Corporation may do work on or in a Lot which should have been done by an Owner or Occupier;
- c. If the Owners Corporation must do work on or in a Lot, an Owner or Occupier must:
 - a. Give the Owners Corporation or persons authorised by it access to the Lot; and
 - b. Pay the Owners Corporation for its costs of doing the work;
- d. The Owners Corporation may recover any money owed to it by an Owner under the by-laws or the Act as a debt; and
- e. The powers of the Owners Corporation under this by-law are in addition to those available to it under the Act.

Applications

2.14 Any Application or other communication by an Owner or Occupier to the Owners Corporation must be made in writing and delivered to the Strata Manager.

BY-LAW 3: BEHAVIOUR OF OWNERS, OCCUPIERS AND PERMITTED PERSONS

Noise and Vibration

3.1 An Owner or Occupier must not create noise or vibration on a Lot or the Common Property which might reasonably interfere with another Owner, Occupier's right to peaceful enjoyment of a Lot or the Common Property.

Behaviour

3.2 An Owner or Occupier must not:

- a. Obstruct lawful use of Common Property; or
- b. Use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier.

Children

3.3 An Owner or Occupier must ensure that a child under the care and control of that Owner or Occupier only remains in or on areas of Common Property which are of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

Permitted Persons

3.4 An Owner or Occupier must use reasonable endeavours to ensure that a Permitted Person does not behave in a manner likely to reasonably interfere with an Owner or Occupier's or any other Permitted Person's right to peaceful enjoyment of a Lot or the Common Property.

Increasing Insurance

- 3.5 An Owner or Occupier must not do anything that might invalidate, suspend or increase the premium payable for any insurance affected by the Owners Corporation.
- 3.6 If the use of a Lot results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation, that increase in premium within 5 business days of notification in writing by the Owners Corporation.
- 3.7 Provided the owner of the relevant Lot complies with by-law 3.6, it will not be in breach of by-law 3.5 with respect to any increase in premium arising out of the use of its Lot.

BY-LAW 4:

COMMON PROPERTY

Obligations of Owners and Occupiers

- 4.1 An Owner or Occupier may (unless specifically permitted by these by-laws) only do the following to Common Property if that Owner or Occupier first obtains the consent of the Owners Corporation:
 - a. Leave anything on Common Property;
 - b. Obstruct the use of Common Property;
 - c. Use any part of Common Property for the Owner's or Occupier's own purposes;
 - d. Erect any structure on Common Property;
 - e. Attach any item to Common Property;
 - f. Do or permit anything to be done to Common Property which might cause damage or;
 - g. Alter Common Property.
- 4.2 By-law 23 applies to the carrying out of building works or alterations and may apply to paragraph (d), (e), or (g) of by-law 4.1.
- 4.3 An Owner or Occupier must:
 - a. Give notice to the Owners Corporation of any damage to or any defect in the Common Property immediately after an Owner or Occupier becomes aware of any damage or defect;
 - b. Use a thing on the Common Property only for the purpose for which it was constructed or provided; and
 - c. Only use or enjoy the Common Property in a manner or for a purpose which does not unreasonably interfere with the use and enjoyment of the Common Property by another Owner or Occupier or a Permitted Person.
- 4.4 Except with the prior consent of the Owners Corporation, an Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust, or other material or discarded item.

Damage to Common Property

- 4.5 If an Owner, Occupier or Permitted Person causes damage to the Common Property while that Owner, Occupier or Permitted Person uses the Common Property, then that Owner or Occupier must:
 - a. Promptly notify the Owners Corporation of the damage caused; and
 - b. Compensate the Owners Corporation accordingly.

Safety

- 4.6 The Owners Corporation must have a suitably qualified or licensed person carry out a safety inspection of the Common Property at intervals as required by Law.

Fire

- 4.7 The Owners Corporation must:
- a. Prominently display in the Building the annual fire safety statement together with a copy of the current fire safety schedule in respect of each essential fire safety measure as required under the relevant Law;
 - b. Arrange for inspections of each essential fire safety measure by a suitably qualified person in accordance with the relevant Law; and
 - c. Provide a copy of the annual fire safety statement referred to in by-law 4.7(b) to Council.

BY-LAW 5:

CARETAKER

- 5.1 In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into agreements with the Caretaker to provide management and operational services.
- 5.2 The duties of the Caretaker under an agreement between it and the Owners Corporation may include, without limitation:
- a. Caretaking , supervising and servicing Common Property;
 - b. Supervising the cleaning, repair, maintenance, renewal or replacement of Common Property;
 - c. Arranging for the inspection and certification of plant and equipment as required by laws;
 - d. Providing services to the Owners Corporation, Owners and Occupiers including, without limitation, the services of a handyperson and cleaning services;
 - e. Supervising employees and contractors of the Owners Corporation;
 - f. Coordinating and managing collection of garbage and recyclable materials;
 - g. Notifying the Owners Corporation and the Strata Manager of breaches of by-laws; and
 - h. Doing anything else that the Owners Corporation or Strata Manager agrees is necessary for the operation and management of the Building.
- 5.3 The Owners Corporation must accept and comply with the terms of any caretaking agreement entered into by the Original Owner for the purposes of the Strata Scheme prior to the creation of the Strata Scheme, provided that any such caretaking agreement expires at the conclusion of the first annual general meeting of the Owners Corporation.
- 5.4 Subject to by-law 5.3, the Owners Corporation may enter into a caretaking agreement with a Caretaker. Any such caretaking agreement must include provisions for:
- a. The remuneration of the Caretaker for the term of the agreement; and
 - b. The duties of the Caretaker (being any of those listed in by-law 5.2),
 - c. And otherwise be on terms and conditions reasonably determined by the Owners Corporation. The agreement may include a provision granting the Caretaker possession over part of the Common Property. The Owners Corporation is not obliged to appoint the same Caretaker appointed by the Original Owner (if any).
- 5.5 An Owner or Occupier or any Permitted Person must not:
- a. Interfere with or stop the Caretaker or the Strata Manager performing their obligations or exercising their rights under their respective agreements with the Owners Corporation; or
 - b. Interfere with or stop the Caretaker or the Strata Manager using such parts of the Common Property as the Owners Corporation permits them to use from time to time.

BY-LAW 6:

EXTERNAL APPEARANCE

General

- 6.1 An Owner or Occupier must not keep anything within a Lot which is visible from the Common Property or outside of the Building that is not in keeping with the appearance of the Building without the consent of the Owners Corporation.

Window Coverings

- 6.2 To ensure the architectural integrity of the Building:
- a. Window coverings including louvres, curtains or blinds when viewed from the exterior of the Building must be neutral in colour in keeping with the appearance of the building.

Hanging of Washing & Other Items

- 6.3 An owner or Occupier must not hang any washing, bedding, towels, wetsuits or other articles of a similar nature on any part of the Building's Common Property including from the Balcony or Enclosed Balcony if they can be viewed from outside the Lot of that Owner or Occupier.

Screens

- 6.4 An Owner or Occupier must not install Screens to an entry door to a Lot.
- 6.5 An Owner or Occupier may install Screens which face the exterior of the Building so long as the Screen is finished in a colour matching the colour of the window frames. Any enquiries in relation to the colour and finish must be directed to the Owners Corporation.

Signage

- 6.6 An Owner or Occupier must not erect any signage (whether temporary or permanent), including any "for sale" or "for lease" signs, on a Lot, on Common Property or such that can be seen from outside a Lot without the approval of the Executive Committee and if required, any Government Agency.

BY-LAW 7:

FLOOR COVERINGS

Noise

- 7.1 An Owner or Occupier must ensure that all floor space within an Owner's Lot is covered or otherwise treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.

Standard

- 7.2 Without limiting the requirements of this by-law, if an Owner or Occupier has or wishes to use a floor finish within an Owner's Lot other than carpet and underlay, where carpet and underlay originally existed, the floor finish must be insulated with soundproofing underlay as specified by the Owners Corporation from time to time and shall not have a weighted standardised impact sound pressure level L'nT, w exceeding 50 when measured in situ in accordance with Australian Standard "AS ISO 140.7-2006 Field measurements of impact sound insulation of floors" and rated to AS ISO 717.2-2004" Acoustics – Rating of sound insulation in buildings and of building elements.

Consent

- 7.3 Except where an Owner or Occupier is replacing a floor finish with carpet and underlay, an Owner must obtain the consent of the Owners Corporation before changing or altering the floor finish within a Lot. The Owners Corporation must deal promptly with a request for consent under this by-law and must not unreasonably refuse such request provided a report satisfying the requirements set out in by-law 7.4 has been furnished to the Owners Corporation.

Report

- 7.4 An application for consent by an Owner under by-law 7.3 must include a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect on sound transmission, including impact noise, following installation. The report must state that the proposed floor finish will not breach by-law 7.1 and will comply with by-law 7.2.

Certificate

- 7.5 Following the installation of a floor finish other than carpet and underlay, to demonstrate compliance with this by-law, an Owner must provide the Owners Corporation with a certificate from a qualified acoustic engineer. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed to ensure that the installation and resulting sound transmission meet the parameters set out in this by-law including those in the report required under by-law 7.4. If such certificate is not provided to the Owners Corporation within 3 months of installation of the new floor finish, the Owner's Corporation has the right to require the new floor finish to be replaced with carpet and underlay at the cost of the Owner.
- 7.6 The Owner's Corporation may at any stage conduct further testing of the floor finish (at the expense of the Owner's Corporation) to ensure continued compliance with by-law 7.2.
- 7.7 If the results of the further testing carried out by the Owner's Corporation under by-law 7.6 show that there is non-compliance with the standard set out in by-law 7.2, the Owner's Corporation may request that the Owner carry out all works necessary for the floor finish to comply with the standard set out in by-law 7.2 within 14 days of the Owner's Corporation's request.
- 7.8 If the Owner does not carry out all works necessary for the floor finish to comply with the standard set out in by-law 7.2 within 14 days of the Owner's Corporation's request, the Owner's Corporation has the right to require the new floor finish to be replaced with carpet and underlay at the cost of the Owner.

Furniture

- 7.9 Where a floor finish other than carpet and underlay has been installed (whether by the original proprietor or otherwise) an Owner or Occupier must ensure that any item of furniture or the like that is placed directly on that floor is fitted with pads or the like (such as self-adhesive heavy duty felt) to minimise the transmission of noise when that item is moved over the floor.

Kitchen, etc. excluded

- 7.10 This by-law does not apply to floor space comprising a kitchen including eating areas, laundry, lavatory, bathroom or entries.

Compliance

- 7.11 An Owner or Occupier will be liable for any damage caused to any part of the common property as a result of the installation of a floor finish pursuant to and contemplated by this by-law and will make good at their own cost that damage immediately after it has occurred.
- 7.12 An Owner or Occupier must indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, removal, relocation or replacement of any floor finish including any liability in respect of the property of the Owner or occupier.
- 7.13 If an Owner or Occupier fails to comply with any obligation under this by-law, then the Owners Corporation may:
- request, in writing, that the Owner or Occupier comply with the terms of it;
 - enter the lot and carry out any acoustic testing if it deems appropriate. An Owner must provide access to the Lot within a reasonable time of the request for access has been served on the Owner;
 - without prejudice to any other rights, enter upon any of the parcel, including the Lot, to carry out reasonable work; and

- d. recover the costs of carrying out that work from the Owner. Such costs, if not paid at the end of one month after becoming due and payable bear, until paid, simple interest at an annual rate of 10%. The Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

BY-LAW 8: STORAGE AREAS, BICYCLE STORAGE AREAS, VISITOR PARKING AND PARKING ON COMMON PROPERTY

Storage Areas

8.1 An Owner or Occupier must:

- a. not obstruct or otherwise interfere with the mechanical ventilation of any Storage Area and any fire services located in any Storage Area;
- b. not, except with the prior written approval of the Owners Corporation, use or store in a Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;
- c. be responsible for the repair of any damage caused to a Storage Area and Common Property as a result of the use of the Storage Area;
- d. ensure that a Storage Area is kept clean and free of rubbish and vermin;
- e. ensure that ventilation of the Storage Area is not adversely affected due to the items stored; and
- f. not unreasonably restrict access to a Storage Area if access to the Storage Area is required by the Owners Corporation or another Owner or Occupier for the purpose of carrying out maintenance in the vicinity of the Storage Area.

Bicycle Storage

8.2 An Owner or Occupier must not:

- a. permit any bicycle to be stored on the Common Property, other than in a Bicycle Storage Area or such other area as may be designated by the Owners Corporation from time to time as a bicycle storage area; and
- b. permit any bicycle to be kept in any part of the Common Property including the foyer, stairwells, hallways, garden areas, walkways, Balcony, Enclosed Balcony, or other parts of the Common Property, other than as designated under by-law 8.2(a).

Grant of Powers

8.3 In addition to the powers, authorities, duties and functions conferred by or imposed on it pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions in relation to car parking subject to the conditions of this by-law as follows:

- a. the power to regulate the use of the common property and the Visitor Car Parking Space for parking of motor or other vehicles;
- b. the power to wheel clamp motor or other vehicle parked or left in contravention with this by-law;
- c. the power to enter into arrangements with third parties (including vehicle towing services) to remove or wheel clamp motor or other vehicles that are parked or left in contravention of this by-law; and
- d. the power to erect signage regarding parking including advising that motor or other vehicles parked or left in contravention of this by-law will be removed from the parcel or wheel clamped.

Conditions

- 8.4 The Owner or Occupier is permitted to, for the purpose of loading or unloading furniture or large objects, cause a motor or other vehicle to park or stand upon the common property or a Visitor Car Parking Space for a maximum of one (1) hour.
- 8.5 Subject to by-law 8.4, the owner or Occupier of a lot shall not cause or permit at any time any of the following:
- (a) the owner or Occupier of a lot to park or stand a motor or other vehicle upon the common property or a Visitor Car Parking Space;
 - (b) a Visitor to park or stand a motor or other vehicle upon the common property (excluding the Visitor Car Parking Space);
 - (c) a Visitor to park or stand a motor or other vehicle upon the Visitor Car Parking Space:
 - i. for a period exceeding twenty-four (24) hours in a seven (7) day period; or
 - ii. for longer than two (2) nights per week.
 - (d) any employee, contractor, tradesperson, removalist or the like to:
 - i. park or stand a motor or other vehicle upon the Visitor Car Parking Space for a period exceeding two (2) consecutive hours; or
 - ii. repair a motor or other vehicle upon the Visitor Car Parking Space;
 - (e) the repair, or allow to be repaired, a motor or other vehicle upon the Visitor Car Parking Space Area or the common property;
 - (f) the leasing or hiring of any parking space comprised in a lot or any other area to which the owner or Occupier of a lot has a right of use to a person other than an owner or an Occupier of a lot;
 - (g) a vehicle to be driven on or through the common property at a speed greater than 10 kilometres per hour except with the prior written approval of the Owners Corporation.
- 8.6 An owner or Occupier of a lot can make a written application prior to the expiry of the time outlined in by-law 8.5 to the Owners Corporation or Executive Committee to be exempted from the restriction(s) under by-law 8.5 of this by-law.
- 8.7 The Owners Corporation or Executive Committee shall not unreasonably refuse consent to an application made pursuant to by-law 8.6 of this by-law, however the Owners Corporation or Executive Committee at its absolute discretion may impose such conditions on the owner or Occupier of a lot as are reasonable necessary in relation to the parking or standing of a motor or other vehicle upon the common property or upon the Visitor Car Parking Space.
- 8.8 The Owners Corporation, Executive Committee or Strata Manager, for the purpose of the control, management and use of the common property and Visitor Car Parking Space Area and particularly the parking or standing of motor or other vehicles upon the common property or Visitor Car Parking Space, may:
- a. install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the standing of motor or other vehicles in or on the common property or the Visitor Car Parking Space;
 - b. install signage on the common property or the Visitor Car Parking Space of the effect of this by-law and placing limitations on the standing or parking of motor or other vehicles;
 - c. place a notice on or about the windscreen of any motor or other vehicle parking or standing in or on the common property or the Visitor Car Parking Space in contravention of this by-law or any resolution of the Owners Corporation or Executive Committee under this by-law;
 - d. remove any motor or other vehicle parked or standing in or on the common property or the Visitor Car Parking Space in contravention of this by-law;
 - e. apply wheel clamp(s) to motor or other vehicles parked or standing in or on the common property or the Visitor Car Parking Space in contravention of this by-law;
 - f. take such further action consistent with this by-law as is lawful, reasonable and necessary in order to regulate or restrict the parking of motor or other vehicles in or on the common property or the Visitor Car Parking Space.

- 8.9 Prior to undertaking the courses of action outlined in by-law 8.8 (d) and (e), the Owners Corporation, Executive Committee or Strata Manager must give 2 notices of breach to the offending owner. Such notice can be either by way of letter to the Owner or Occupier, or by placing the notice on the windscreen of the offending vehicle.
- 8.10 An owner or Occupier of a lot is liable for a breach by their employees, tradespersons, contractors and Visitors of the terms on signage erected in accordance with this by-law or for any other breach of this by-law.

Default By Owner

- 8.11 The Owners Corporation may recover from the owner or Occupier of a lot the Car Parking Fee
- 8.12 Any amount recoverable against an owner or Occupier of a lot are due and payable by the owner or Occupier at the end of one (1) month from the Owners Corporation serving notice on the owner or Occupier of said amount
- 8.13 Any amount recoverable against an owner or Occupier of a lot under this by-law bears simple interest at an annual rate of 10% one (1) month from the date the amount is due and payable.
- 8.14 The Owners Corporation may recover as a debt any amount recoverable against an owner or Occupier of a lot if not paid at the end of one (1) month after the amount(s) is due and payable together with any interest thereon and costs and expenses of the Owners Corporation incurred in recovering that amount.
- 8.15 An owner or Occupier of a lot shall indemnify and keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to an owner or Occupier failing to comply with this by-law.

BY-LAW 9:

KEEPING OF ANIMALS

Permitted Animals

- 9.1 An Owner or Occupier may keep without the consent of the Original Owner prior to registration of the Strata Plan and the Owners Corporation thereafter:
 - a. Fish in an enclosed aquarium;
 - b. 1 caged bird;
 - c. 1 dog (other than an Excluded Dog); or
 - d. 1 cat.

Consent

- 9.2 An Owner or Occupier must obtain the consent of the Original Owner prior to registration of the Strata Plan and the Owners Corporation thereafter before that Owner or Occupier keeps:
 - a. Any other type or animal; or
 - b. More than 1 dog (other than an Excluded Dog) or 1 cat at the same time; or
 - c. 1 dog (other than an Excluded Dog) and 1 cat at the same time.
- 9.3 The application for consent referred in the preceding by-law must be made in writing to the Owners Corporation and must contain the following:
 - (a) a detailed description of the animal proposed to be kept (including details of the name, breed and size of the animal);
 - (b) a photograph of the animal (if available); and
 - (c) a copy of any registration/licence for the animal.
- 9.4 An application for the consent of the keeping of an animal by an owner or occupier is to be considered by the Owners Corporation at either a general meeting of the Owners Corporation or at an Executive Committee meeting within 14 days of the date of the application. Failure to comply with this by-law does not amount to consent.

Rules

- 9.5 If the Owners Corporation approves the keeping of an animal by the owner or Occupier then the owner or Occupier shall:
- a. keep the animal in compliance with the *Companion Animals Act 1998* (where applicable);
 - b. keep the animal within the boundaries of their Lot;
 - c. take such action as necessary to promptly clean all areas of the lot and common property that are soiled by the animal including by making use of, where applicable, a soiling bag which must properly and hygienically be disposed of in a non-offending manner that prevents the emission of odour;
 - d. ensure that the animal is microchipped (where required by law) and is wearing an identification tag or collar containing the contact details of its owner at all times;
 - e. Prohibit the animal from walking or running on all grassed and garden areas in common areas.
 - f. ensure the animal is on a leash at all times when it is on the common property
 - g. ensure that any product arising from the disposal of food and litter waste is securely packaged to limit:
 - i. odours occurring in the receptacles for garbage; and
 - ii. the attraction of vermin or other pests to the common property, including the area designated for the storage of receptacles for garbage;
 - h. comply with any directions of or guidelines as may be published by an Executive Committee or Owners Corporation from time to time;
 - i. do all acts and things necessary to:
 - i. ensure that no noise is created by the animal which is likely to interfere with the peaceful enjoyment of an owner or Occupier of another Lot or of any person lawfully using the common property; and
 - ii. clean all areas of lot or common property that are soiled by the animal; and
 - j. remain liable for any damage to lot or common property arising out of the keeping of the animal and indemnify and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the keeping of the animal including any injury to any person, and damage to lot or common property.
- 9.6 This by-law:
- a. applies to any Permitted Person; and
 - b. does not permit the keeping of an Excluded Dog; but
 - c. does not prevent the keeping of a dog used as a guide, companion or hearing dog.
- 9.7 If an owner or Occupier does not comply with any obligation under the by-law, then the Owners Corporation may (at its absolute discretion) revoke any approval given under this by-law or otherwise and give notice of such revocation to the owner or occupier.
- 9.8 If any approval to keep an animal under this by-law or otherwise is revoked by the Owners Corporation then the owner and/or Occupier shall remove the animal within 7 days from the date that a written notice is given to the owner or Occupier by the owner's corporation.
- 9.9 An owner or Occupier is responsible for ensuring that any employees, tradespersons, contractors and Visitors comply with the provisions of this by-law.
- 9.10 Any approval given by the Owners Corporation under by-law 9.4 may contain any reasonable conditions approved by the Owners Corporation at the time that the consent is given.
- 9.11 Any consent granted under this by-law is only applicable for the life of that particular animal.

BY-LAW 10:

CLEANING

Cleaning and Maintenance of Lot

- 10.1 Each Owner and Occupier must keep their Lot:
- a. Clean and tidy;
 - b. Free from rubbish; and
 - c. In good repair and condition.

Windows and Doors

- 10.2 An Owner or Occupier must keep clean all exterior surface of glass in windows and doors (and if applicable glass Balcony and Enclosed Balcony louvres and retractable glass walls) on the boundary of the Lot, including so much as is Common Property, unless:
- a. The Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - b. That glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.

Balconies and Gardens

- 10.3 An owner or Occupier must keep all internal gardens within a Lot and Balconies clean, tidy and well maintained.
- 10.4 If there are planter boxes on or within a Balcony, an Owner or Occupier must:
- a. Properly maintain the soil in the planter boxes;
 - b. When watering the plants or soil make sure that water does not go on to Common Property or another Lot; and
 - c. Balconies must not be:
 - a. Used for the storage of goods; or
 - b. Enclosed in any way.
- 10.5 Upholstered furniture, whose primary purpose is for internal use must not be placed within a balcony.

BY-LAW 11:

MOVING IN/OUT

- 11.1 An Owner or Occupier must comply with any provisions of the Strata Management Statement with respect to the loading and unloading and transport of any furniture or large objects.
- 11.2 An Owner or Occupier of a Lot who is moving in or out of Gantry (or any invitees of the Owner or the Occupier of a Lot) must not transport any goods and equipment, furniture or large objects through or on Common Property within the Building except in accordance with this By-Law 11 and only after sufficient notice has first been given to the Executive Committee or the Strata Manager, so as to allow a representative of the Owners Corporation to be present at the time when the Owner or Occupier (or any invitees) does so.
- 11.3 Before an Owner or Occupier(or any invitees of the Owner or the Occupier of a Lot) moves any goods and equipment, furniture or large objects through or on Common Property within the Building ("**Removals**"), the Owner or Occupier must make arrangements with the Executive Committee or the Strata Manager in writing within a reasonable time (at least 24 hours) before Removals are carried out:
 - a. to book the lift;
 - b. to ensure that lift covers are in place;
 - c. to give notice of any necessary security arrangements; and
 - d. to notify any representative of the Owners Corporation(if considered necessary).
- 11.4 Removals may only be carried out on Monday to Saturday between the hours of 8.00am and 4.00pm or in accordance with the permitted hours determined by the Owners Corporation from time to time.
- 11.5 An Owner or Occupier of a Lot must ensure that:
 - a. all Removals are to be carried out in the lift booked with the Executive Committee or the Strata Manager; and
 - b. all areas are protected from damage when carrying out Removals and all rubbish is removed from the Strata Scheme and its surrounds; and
 - c. all Removals are transported in the manner reasonably directed by the Executive Committee or the Strata Manager; and
 - d. all deliveries whatsoever, particularly deliveries by removalist trucks or otherwise are to be made or received from those areas in the Common Property in the Building designated for such purposes.
- 11.6 In the event of any damage to the Common Property resulting from a failure by the Owner or Occupier of a Lot to comply with the provisions of this by-law, then the Owners Corporation may repair such damage, and is entitled to recover from the Owner of that Lot all the Owners Corporation's costs of undertaking such repairs. Such costs shall be a debt due and payable on demand by the Owner of that Lot to the Owners Corporation.
- 11.7 For the purposes of this by-law, "goods and equipment" includes construction materials, construction equipment and the like

BY-LAW 12:

GARBAGE DISPOSAL

General

- 12.1 An Owner or Occupier may access the Garbage and Recycling Room.
- 12.2 Each floor of the Building also has a garbage chute for an Owner or Occupier to deposit garbage and waste (other than recyclable materials).
- 12.3 Subject to by-law 12.7, an Owner or Occupier may place garbage and waste directly in the main Garbage and Recycling Room or in the garbage chutes (depending on size and volume).

Council Collection

- 12.4 The Owners Corporation acknowledges that the Council or a private contractor may be responsible for collecting the garbage and recyclable materials only from the garbage collection point located on Denison Street.
- 12.5 The Owners Corporation must ensure the garbage bins are placed on Denison Street for collection after 7.00pm on the day prior to collection and returned to the Garbage and Recycling Room within two (2) hours of the garbage being collected by Council or a private contractor.
- 12.6 Other than in accordance with this by-law, garbage, trade waste or recyclable material must not be placed outside the Building at any time.

Owner and Occupier Obligations

- 12.7 An Owner or Occupier must ensure that:
 - a. Garbage is drained and securely wrapped before being placed in a garbage container or chute;
 - b. Recyclable materials are placed in a contained designated for that purpose in the Garbage and Recycling Room and are separated and prepared in accordance with the applicable recycling guidelines;
 - c. Bottles are drained and cleaned and not broken before placing them in a garbage contained designated for that purpose and that bottles, glass or liquid are not deposited in a garbage chute; and
 - d. No large items are placed in a garbage chute that might cause a blockage.

Cleaning up spills

- 12.8 An Owner or Occupier must immediately clean up any spillage of trade waste, garbage or recyclable material on Common Property which is caused by that Owner or Occupier.
- 12.9 If an Owner or Occupier does not comply with by-law 12.7, the Owners Corporation can do so and can charge the Owner or Occupier a reasonable fee for doing so.

BY-LAW 13:

PROVISION OF AMENITIES OR SERVICES

- 13.1 Subject to by-law 13.2, the Owners Corporation may determine to enter into arrangements for the provision of amenities or services to 1 or more of the Lots, or to the Owners or Occupiers including:
- i. Window cleaning;
 - ii. Garbage disposal and recycling services;
 - iii. Electricity, water or gas supply;
 - iv. Telecommunication services;
 - v. Landscaping and gardening;
 - vi. General cleaning; and
 - vii. Security services.
- 13.2 If the Owners Corporation makes a determination referred to in this by-law to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the determination the amount for which, or the conditions on which, it will provide the amenity or service.

BY-LAW 14:

SECURITY KEYS

Owners Corporation

- 14.1 The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.
- 14.2 The Owners Corporation must make Security Keys available to:
- a. Owners; and
 - b. Persons authorised by the Owners Corporation.

Fee

- 14.3 The Owners Corporation may charge a reasonable fee for an additional or replacement Security Key required by an Owner.

Occupiers

- 14.4 An Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.

Rules

- 14.5 A person to whom a Security Key is made available must:
- a. Not duplicate or copy the Security Key;
 - b. Immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;
 - c. Use reasonable endeavours to ensure the Security Key remains within that person's control;
 - d. When requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and
 - e. Take all reasonable steps to safeguard the Security Key against loss, damage or theft

BY LAW 15: OWNERS CORPORATION MAY CARRY OUT WORK

Owners Corporation rights

- 15.1 The Owners Corporation may do anything on or in a Lot:
- a. Which should have been done under these by-laws but has not been done or has not been done properly;
 - b. To comply with these by-laws, including remedying, removing or restoring anything on that Lot which is prohibited under these by-laws; or
 - c. To gain access to Common Property for any reasonable purpose.
- 15.2 If by-law 15.1 applies, the Owners Corporation (including any representative, contractor or agent) is entitled to:
- a. Enter and remain on the Lot for as long as is necessary; and
 - b. Recover any costs associated with carrying out works under these by-laws from the Owner.

Notice

- 15.3 An Owner or Occupier must consent to the Owners Corporation entering onto a Lot to carry out work reasonably required to discharge or give effect to the Owners Corporation's obligations to repair and maintain the Parcel so long as:
- a. Reasonable notice is given to the Owner and Occupier whose Lot the Owners Corporation must enter; and
 - b. The Owners Corporation uses reasonable endeavours to cause little inconvenience as possible to the Owner and Occupier affected.
- 15.4 By-law 15.3 is in addition to the powers of the Owners Corporation under the Act.

BY-LAW 16: AIR CONDITIONING

Owner's and Occupier's components

- 16.1 Owners and Occupiers have the exclusive use and enjoyment of the components of the air conditioning system exclusively servicing that Owner or Occupier's Lot.
- 16.2 The Owners are responsible for the proper repair, maintenance and replacement of the components of the air conditioning system referred to in by-law 16.1.

Make Good and Indemnity

- 16.3 Damage to the Common Property adjacent to the air conditioning components referred to in this by-law caused directly or indirectly by an Owner or Occupier must be made good by and at the cost of that Owner in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.
- 16.4 An Owner must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owner or Occupier of a Lot of the rights conferred by this by-law.

BY-LAW 17: CHANGE IN USE

- 17.1 An Occupier 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).
- 17.2 If the change of use results in an increase in the premium payable for any or all of the insurance effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within 7 days of notification in writing by the Owners Corporation.

BY-LAW 18:

RESTRICTIONS ON THE USE OF LOTS

- 18.1 Lots may only be used as a single residential dwelling for occupation by Owners and Occupiers.
- 18.2 Owners and Occupiers must not use its Lot or permit its Lot to be used:
- a. Except for a use permitted by a development consent granted by a relevant authority;
 - b. For any illegal use;
 - c. For any use that degrades the reputation of the Owners Corporation or other Owners in the Building;
 - d. In any manner that interferes with the reasonable enjoyment of an Owner or Occupier of any other Lot; or
 - e. for any industrial or commercial purpose, including backpackers accommodation, serviced apartments or a boarding house.
- 18.3 An Owner who wishes to lease a Lot for Itinerant Use must not lease a Lot that is less than the Minimum Lease Term.
- 18.4 The total number of adults residing in a Lot must not exceed twice the number of Council approved bedrooms in that Lot.

Owners Obligation

- 18.5 Notwithstanding the provisions of section 119 of the Act and, in addition to the requirements of that section, an Owner will give to the Owners Corporation a notice specifying the names of any occupiers, the period of their occupancy, and the date of anticipated termination of the occupancy for each occupier.
- 18.6 The Owners Corporation shall have a right to access the Lot upon the giving of written notice to the Owner if it is satisfied that the Owner is in breach this by-law.
- 18.7 Upon service of the notice provided for in by-law 18.9 hereof, the Owner or Occupier of a Lot must provide access to the Lot to the Owners Corporation, by its agents or employees, within twenty four (24) hours of such service.

Additional Provisions

- 18.8 An Owner or Occupier must comply with any reasonable directions of the Owners Corporation given under this by-law.
- 18.9 The Owners Corporation, or the strata managing agent, may serve a notice under section 45 of the Act, requiring the Owner or Occupier to comply with this by-law if it is satisfied that there has been a contravention of it.
- 18.10 The Owners Corporation may apply for an order of the tribunal under section 203 of the Act that an Owner pay a pecuniary penalty, if it is satisfied that the Owner has, following service of the notice served under section 45, contravened the by law.
- 18.11 The Owners Corporation may, in addition to the order sought under by-law 6 hereof, seek an order under section 204 for the payment of costs.

BY-LAW 19:

INTEGRITY OF FIRE SAFETY SYSTEMS

- 19.1 An Owner or Occupier must not:
- a. Interfere with or damage any Fire safety Device; or
 - b. Activate a Fire Safety Device other than in the case of a hazard or danger to the Parcel or any persons on the Parcel.
- 19.2 An Owner or Occupier must:
- a. Immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any Fire Safety Device except for smoke detectors within a Lot;
 - b. Immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel;
 - c. Notify the Owners Corporation of a risk of fire or other hazard within the Parcel;
 - d. Give the Owners Corporation notice in writing before changing a lock on the door to a Lot or adding additional locks or door hardware;
 - e. Subject to receiving notice under by-law 19.4 give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing Fire Safety Devices.
- 19.3 Notwithstanding the provisions of this by-law, an Owner or Occupier remains responsible to keep and maintain smoke detectors within that person's Lot in good and serviceable order.
- 19.4 The Owners Corporation must give reasonable notice in writing to the Occupier of a Lot before exercising the right conferred by by-law 19.2(e).
- 19.5 In addition to by-law 19.1, an Owner or Occupier must not:
- 19.5.1 without lawful excuse or cause, make, or cause to be made; or
 - 19.5.2 request, prompt or provoke without lawful excuse or cause, a Fire Services Call-Out.
- 19.6 An Owner or Occupier who makes, or causes to be made, a Fire Services Call-Out in contravention of by-law 19.5 hereof must reimburse the Owners Corporation for all costs incurred with respect to that call-out.
- 19.7 If an Owner or Occupier breaches a provision or provisions of this by-law, the Owners Corporation can exercise the powers granted under by-law 15.

BY-LAW 20: CONSENT TO RETAIL/COMMERCIAL DEVELOPMENT APPLICATIONS

- 20.1 If required, the Owners Corporation must consent to an Owner or Occupier of a Retail/Commercial Lot lodging a development application with Council relating to all or part of a Retail/Commercial Lot, including a development application with respect to:
- a. Occupation and use of a Retail/Commercial Lot; or
 - b. The erection of any advertisements or advertising structures on a Retail/Commercial Lot (Retail/Commercial Development Application) and must, if required, provide the Owners or Occupier of the relevant Retail/Commercial Lot with a written authority addressed to Council to make any Retail/Commercial Development Application.
 - c. The Owners Corporation must not, and must not direct or assist any third party to object to the Owners or Occupier of a Retail/Commercial Lot lodging a Retail/Commercial Development Application with Council and must, on request of the relevant Owner or Occupier provide any assistance reasonably required to assist the Owners or Occupier in obtaining Council's consent to the Retail/Commercial Development Application.

BY-LAW 21: USE OF BALCONIES AND ENCLOSED BALCONIES

Furniture

- 21.1 An Owner, Occupier or Permitted Person must not, without the written consent of the Owners Corporation, use a Balcony to store furniture, good or any other item
- 21.2 Outdoor furniture or other loose items kept on a Balcony must:
- a. Have an appearance in keeping with the appearance of the rest of the Building;
 - b. Not cause damage or be dangerous or have potential to cause damage or injury;
 - c. Be adequately secured to ensure that they do not cause damage to a person or property in windy conditions; and
 - d. Not be placed near balustrades in a manner which may create a safety hazard.
- 21.3 Furniture or other loose items kept on an Enclosed Balcony that may be visible from the exterior of the Building must:
- a. have an appearance in keeping with the appearance of the rest of the Building;
 - b. not cause damage or be dangerous or have potential to cause damage or injury;
 - c. be adequately secured to ensure that they do not cause damage to a person or property in windy conditions; and
 - d. not be placed near balustrades in a manner which may create a safety hazard.
- 21.4 Furniture or other loose items kept on an Enclosed Balcony that may be visible from the exterior of the Building must:
- a. have an appearance in keeping with the appearance of the rest of the Building;
 - b. be kept tidy and well maintained; and
 - c. not cause damage or be dangerous or have potential to cause damage or injury.

Glass balustrades, handrail and grilles

- 21.5 Subject to by-law 21.6, an Owner or Occupier must keep all Balconies, Enclosed Balconies, glass balustrades, handrail and grilles within the Owner or Occupier's Lot clean, tidy and well maintained including so much as is Common Property unless:
- a. the Owners Corporation resolves that it will keep the glass balustrades, handrail and grilles clean; or
 - b. the glass balustrades, handrail and grilles cannot be access by the Owner or Occupier of the Lot safely or at all.
- 21.6 Owners are responsible for the cost of keeping clean that part of the glass balustrades, handrail and grilles of the Lot that cannot be accessed by an Owner or Occupier safely or at all and must indemnify the Owners Corporation in this regard according to the relative proportion of the respective unit entitlements.
- 21.7 An Owner or Occupier must ensure that no damage is caused to a person or property when cleaning, tidying or maintaining any item referred to in by-law 21.4.
- 21.8 An Owner or Occupier must not tint or cover a glass balustrade or place any sign on the balustrade.

Rules

- 21.9 An Owner or Occupier must ensure animals do not soil on any Balcony surface.
- 21.10 An Owner or Occupier must not:
- a. modify a balustrade of a Balcony in any way; or
 - b. affix or install any item to a wall or ceiling of a Balcony;

- c. for Enclosed Balconies, affix or install any item to a wall or ceiling of an Enclosed Balcony that may be visible from the exterior of the Building and that is not in keeping with the appearance of the rest of the Building; or
- d. use the glass balustrade or hand rail for any purpose other than for what it was designed.

21.11 An Owner or Occupier must not place items on Balconies which may be capable of falling or being blown by wind off the Balcony or in a manner which might create a safety hazard.

21.12 An Owner or Occupier must not place any items on ledges, hand rails or balustrades of Balconies.

BY-LAW 22: SCREENING DEVICES, HOODS, SHUTTERS, PERGOLAS, AWNINGS AND LOUVERS

22.1 Owners of Lots that have screening devices, hoods, shutters, pergolas, awnings and louvers attached to balconies of their Lot as at the date of registration of the Strata Plan have the exclusive use and enjoyment of those screening devices, hoods, shutters, pergolas, awnings and louvers on the terms of this by-law.

22.2 Subject to by-law 10.2, the Owners referred to in by-law 22.1 are responsible for the repair, maintenance and replacement of screening devices, hoods, shutters, pergolas, awnings and louvers at their cost and must ensure that the screening devices, hoods, shutters, pergolas, awnings and louvers are kept in good and serviceable repair.

22.3 If an Owner does not carry out its obligations under this by-law, the Owners Corporation can exercise the powers granted under by-law 15 to ensure the screening devices, hoods, shutters, pergolas, awnings and louvers are adequately maintained.

22.4 If an Owner wishes to replace the screening devices, hoods, shutters, pergolas, awnings and louvers the Owner must obtain the consent of the Owners Corporation and comply with by-law 22.

BY-LAW 23:

BUILDING WORKS & ALTERATIONS

23.1 The purpose of this by-law is to provide a programme for the seeking of approval from the Owners Corporation to the carrying out of Works to a lot and common property and to regulate the maintenance, repair and replacement of those Works.

Definitions and Interpretation

23.2 Definitions

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

Approved Form means the form attached at **Annexure "A"** or as the Executive Committee may otherwise approve from time to time.

Essential Works means any essential maintenance, repair, replacement, upgrading or emergency works that the Owners Corporation is required to do under the Act or any other law to any part of common property structure or services including within a lot.

Insurance means:

- a. contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
- b. insurance required under the *Home Building Act 1989* (if any); and
- c. workers' compensation insurance.

Major Works means works that require penetration to or removal of common property floors, walls and ceilings including works of a structural nature including bathroom, laundry & kitchen, the installation of air-conditioning, hot water systems, security/alarm systems, shutters and any additions to the common property (which are not Minor Works).

Minor Works means works that do not penetrate or remove any common property walls, ceilings, floor slabs (with exception of screwing internal partitions to the walls, ceilings, floors and minor attachments to common property) including for example painting and replacing carpet.

Works means the Minor Works and the Major Works.

Conditions

23.3 Before Commencement

- 23.3.1 An owner has the right to carry out Minor Works without the consent of the Owners Corporation.
- 23.3.2 Prior to carrying out any Major Works, an owner must submit to the Owners Corporation a duly completed Approved Form. The form must specify in detail the works to be undertaken and the duration of any impact on the common property or disruption to common property services or access.
- 23.3.3 Upon receipt of the Approved Form, the Owners Corporation shall determine, at its absolute discretion, whether the Works to be carried out are Minor Works or Major Works. In order to make such determination, the Owners Corporation may request the owner to provide additional details of the Works, including plans, specifications and engineer's reports or certifications.
- 23.3.4 On making the determination, the Owners Corporation (or its representative) shall inform the owner, in writing, of that determination.

- 23.3.5 Before commencement of any Major Works, the owner must:
- a. prepare and provide to the Owners Corporation:
 - i. a new by-law under the Act, to amend the definition of "Major Works", "Lot" and include a new definition of "Plans" to cover the specific scope of Major Works to be carried out and Part 1 to confer rights of exclusive use and enjoyment and special privilege; and
 - ii. the owner's written consent to:
 - a. the passing of the by-law; and
 - b. be responsible for the maintenance, repair and replacement of the Major Works,
 - iii. other owners' written consents to the passing of the by-law, where required, such by-law and forms of consent to be prepared substantially in terms of the documents set out in Annexures B and C and to be considered at a general meeting of the Owners Corporation;
 - b. provide a complete proposal concerning the Major Works including but not limited to:
 - i. plans and specifications of the proposed works;
 - ii. specifications for any sound or energy rating, type, size together with the manufacturer's or suppliers brochure regarding same;
 - iii. a diagram depicting the location of or proposed installation points of all parts of the works;
 - iv. engineering plans and certifications if requested by the Owners Corporation;
 - v. any necessary approvals/consents/permits from any Authority; and
 - vi. a report(s) from an engineer nominated by the Owners Corporation concerning the impact of the works on the structural integrity of the building and lot and common property (if required);
 - c. pay for all costs of the Owners Corporation including:
 - i. legal fees for reviewing the proposal;
 - ii. fees for convening any meeting to consider the proposal;
 - iii. any other reasonable professional fees required to consider the proposal including strata management fees or engineering fees; and
 - iv. registration fees for the by-law contemplated in by-law 3.1.6(a);
 - d. if requested, a dilapidation report prepared by a structural engineer having reviewed the Major Works in relation to any area of the building (including any lot and common property) that may be affected by the Works. The dilapidation report shall be in writing and shall include photographs of the relevant areas; and
 - e. obtain written consent to the date for the commencement of the Major Works from the Owners Corporation upon satisfaction of its obligations in by-laws 23.3.5(a) to 23.3.6(d). For clarity, no Major Works may be commenced unless and until the by-law referred to in by-law 23.3.5(a) is passed by special resolution at a duly convened general meeting of the owners corporation;
- 23.3.6 Upon receipt of a by-law under by-law 23.3.5(a) the Owners Corporation will review the proposal and stipulate any relevant conditions to be contained in the exclusive use or special privileges by-law such conditions to include (but not be limited to) those set out in by-laws 23.3 to 23.10 (inclusive).

Notice

23.4 Notice

23.4.1 At least two (2) weeks prior to the commencement of the Major Works the owner shall notify the Owners Corporation or a member of the Executive Committee of the day of commencement of the Major Works or an aspect of the Major Works.

23.4.2 At least two (2) days prior to the commencement of the Major Works or an aspect of the Major Works the owner shall make arrangements with the strata managing agent regarding:

- a. the suitable times and method for the owner's contractors to access the building to undertake the Major Works; and
- b. the suitable times and method for contractors to park their vehicles on common property whilst the Major Works are being conducted.

Compliant Works

23.5 To be compliant under this by-law, Major Works:

- a. must be in keeping with the appearance and amenity of the building in the opinion of the Owners Corporation;
- b. must be manufactured, designed and installed to specifications for domestic use;
- c. for fire detectors, any alterations, connections or disconnection to the fire detectors are to be detailed. If approved, the changes shall be certified by the fire certification controller appointed by the Owners Corporation;
- d. for air-conditioning, must have a new condenser unit (external) that:
 - i. is mounted on vibration pads in a location so as to minimise noise and vibration;
 - ii. is installed in the rear courtyard or balcony of the lot and in a location least likely to cause disturbance to other owners (as approved by the Owners Corporation);
 - iii. has an acceptable sound rating as specified by the Owners Corporation in writing, such rating not to exceed the original specifications in respect of the building;
 - iv. has all external piping and electrical work covered with the same style downpipe used for the existing guttering of the building;
 - v. is not visible from the street; and
 - vi. not be installed through or attached to windows;
- e. for hard surface flooring, must be insulated with soundproofing underlay as specified by the Owners Corporation from time to time and must not have a weighted standardised impact sound pressure level L'nT, exceeding 50 when measured in situ in accordance with Australian Standard "AS ISO 140.7-2006 Field measurements of impact sound insulation of floors" and rated to AS ISO 717.2-2004" Acoustics – Rating of sound insulation in buildings and of building elements. Part 2: Impact sound insulation; and
- f. where any work requires the installation of a drip tray, the drip tray must connect to the building plumbing.

During Construction

- 23.6 Whilst the Works are in progress the owner of the lot at the relevant time must:
- a. use duly licensed employees, contractors or agents to conduct the Works;
 - b. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
 - c. ensure the Works are carried out expeditiously and with a minimum of disruption;
 - d. carry out the Works between the hours permitted by local council. In addition, no Works are to be carried out on a Sunday or public holiday unless they are silent works (e.g. painting);
 - e. transport all construction materials, equipment and debris as reasonably directed by the Owners Corporation;
 - f. not allow tradespersons and contractors at any time to park on common property without the written consent of the Owners Corporation;
 - g. not allow waste bins or skips to be placed on or near the common property without the prior written consent of The Owners Corporation;
 - h. not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Works to be conducted on the common property;
 - i. protect all affected areas of the building outside the lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
 - j. provide to the Executive Committee at least forty-eight (48) hours prior written notice of any noisy works (e.g., jackhammering, the use of any pneumatic, rotary or powder-actuated tools);
 - k. ensure that the Works do not interfere with or damage the common property or the property of any other owner other than as approved in this by-law and if this occurs the owner must rectify that interference or damage within a reasonable period of time;
 - l. provide the Owners Corporation's nominated representative(s) access to inspect the lot within forty-eight (48) hours of any request from the Owners Corporation (for clarity more than one inspection may be required);
 - m. observe all the other by-laws applicable to the strata scheme at all times; and
 - n. not vary the Major Works or their scope without first obtaining the consent in writing from the Owners Corporation.

After Construction

- 23.7 After the Major Works have been completed the owner must without unreasonable delay:
- a. notify the Owners Corporation that the Major Works have been completed;
 - b. notify the Owners Corporation that all damage, if any, to lot and common property caused by the Major Works and not permitted by this by-law has been rectified;
 - c. provide the Owners Corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Major Works;
 - d. provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Major Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
 - e. provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Major Works have been completed satisfactorily and in accordance with this by-law; and
 - f. provide the Owners Corporation's nominated representative(s) access to inspect the lot within forty-eight (48) hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law.

Statutory and other requirements

23.8 The owner must:

- a. comply with all requirements of the Owners Corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of all relevant statutory authorities, including the local council relating to the Major Works and must be responsible to ensure that the respective servants, agents and contractors of the owner comply with the said directions, orders and requirements;
- b. ensure that the warranties provided by the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
- c. comply with the provisions of the Home Building Act 1989.

23.8.1 The Works must:

- a. be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract; and
- b. comprise materials that are good and suitable for the purpose for which they are used and must be new.

Enduring Rights and Obligations

23.9 An owner must:

- a. properly maintain, replace and keep in good and serviceable repair any Works installed by them;
- b. properly maintain and upkeep those parts of the common property in contact with the Works;
- c. repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated;
- d. ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- e. ensure that any electricity or other services required to operate the Works (where applicable) are installed so they are connected to the lot's electricity or appropriate supply;
- f. indemnify and keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to the installation, use, repair, replacement or removal of any Works including any liability in respect of the property of the Owner; and
- g. without derogating from the generality of by-law 23.9(f) indemnifies and shall keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation howsoever caused by the Owners Corporation, its officers, employees, contractors or agents carrying out any Essential Works where those costs would not have been incurred other than where the owner or Occupier of a lot is in breach of by-law 23.9.

- 23.9.1 If the dilapidation report referred to in 23.6(d) of this by-law is obtained, the owner and the Owners Corporation acknowledge and agree that shall be the basis for ascertaining and determining whether any damage has been occasioned by the Works to the common property and any lot.

Recover of Costs

- 23.10 If an owner fails to comply with any obligation under this by-law, the Owners Corporation may:
- a. by its agents, employees and contractors, enter upon the lot and carry out all work necessary to perform that obligation;
 - b. recover from the owner the amount of any fine or fee which may be charged to the Owners Corporation; and
 - c. recover any costs from the owner as a debt due.

Essential Works

23.11 No owner or Occupier of a lot shall refuse or restrict the Owners Corporation's (or its officers, employees, contractors or agents) lawful entry, or access to all or any part of the Works to carry out Essential Works to the common property (at the cost of the Owners Corporation) which may be attached to, in, under or about the Works including the common property structures or services provided that the Owners Corporation shall give prior notice to the owner or Occupier (emergencies excepted).

Applicability

23.12 In the event that the owner of a lot desires to remove the Works installed under this by-law (or otherwise), the provisions of by-law 23.6 shall also apply in relation to that removal.

23.1

Annexure "A"

STRATA PLAN

MAJOR WORKS BUILDING APPLICATION FORM

Use this form if you wish to undertake building works or renovations within your apartment. This form is to be construed according to the conditions outlined in the BY-LAW NO. 23 FOR MAJOR WORKS. Please ensure you have read and understood the document before completing this form. No work may commence until your application is approved by the Executive Committee, or in the case of building works affecting common property, an appropriate by-law has been made and registered.

OWNERS NAME _____ **UNIT/LOT NUMBER** _____

CONTACT TELEPHONE (list all).....

EMAIL

LOCATION: KITCHEN BATHROOM TOILET HALLWAY
 LIVING ROOM BEDROOM OTHER.....

WORK INVOLVES: PAINTING TILING FLOOR SURFACES ELECTRICAL
 CEILING AIRDUCTS FIRE SPRINKLERS
 PLUMBING MASONRY WALL REMOVAL/PENETRATION
 COMMON PROPERTY ALTERATION OTHER

PREFERRED DATE OF WORKS STARTING...../...../..... ENDING...../...../.....

PLEASE ATTACH BRIEF DESCRIPTION OF INTENDED WORKS
 AND EITHER: PLAN BY ARCHITECT (if available)
 OR: ROUGH PLAN / DIAGRAM (provided by owner)
 DEVELOPMENT APPLICATION

I the undersigned hereby warrant that I have read the Special By-Law No. 23 for Works and agree to comply with all of the conditions and limitations imposed thereby.

OWNERS SIGNATURE: **DATE**.....

ADDITIONAL WARRANTIES (IF APPLICABLE)

STRUCTURAL ALTERATIONS:

As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry.

OWNERS SIGNATURE: **DATE**.....

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CEILING CAVITY ALTERATIONS:

As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

OWNERS SIGNATURE: DATE.....

HARDFLOORING IN DESIGNATED AREAS:

As the work applied for entails the installation of hard flooring surfaces other than in a kitchen, bathroom or toilet, I hereby warrant that, after the new floor is installed, I shall pay for acoustic testing and will remove the hard floor and re-install carpet if it is found to provide inadequate acoustic insulation.

OWNERS SIGNATURE: DATE.....

Annexure "B"

MOTION < >

Subject to the by-law in the next succeeding motion being approved, The Owners – Strata Plan No SPECIALLY RESOLVES pursuant to section 65A of the *Strata Schemes Management Act 1996* for the purpose of improving or enhancing the common property to specifically authorise the Works proposed by the owner of lot < > to the common property on the terms and in the manner as set out in the by-law.

MOTION < >

Subject to the preceding motion being approved, The Owners – Strata Plan No SPECIALLY RESOLVES pursuant to section 52 of the *Strata Schemes Management Act 1996* to make a by-law adding to the by-laws applicable to the strata scheme in the following terms:

SPECIAL BY-LAW NO < > Lot < > Works

**PART 1
GRANT OF RIGHT**

- 1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the owner has the special privilege to carry out the Major Works (at the owner's cost and to remain the owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

**PART 2
APPLICATION OF SPECIAL BY-LAW**

- 2.1 The provisions of Parts 2 and by-laws 3.2-3.10 (inclusive) of Special By-law No. < > are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" in accordance with Part 3 of this by-law.

**PART 3
DEFINITIONS**

- 3.1 In addition to the definitions in Part 2 of Special By-law < >, the following definitions are also adopted:
 - (a) "**Major Works**" means the works to the Lot and the common property to be carried out in connection with the _____ works for the Lot including:
 - (i) _____; and
 - (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.
 - (b) "**Lot**" means _____ in strata plan < >.
 - (c) "**Plans**" means the plans/drawings prepared by _____ and dated _____ a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

INSERT ANY ADDITIONAL/SPECIAL CONDITIONS

BY-LAW 24:

SEVERABILITY

24.1 If a by-law is illegal or unenforceable, it may be severed without affecting the enforceability of the other by-laws.