

Registered By-Laws

SP80460 – 88 RIDER BOULEVARD, RHODES NSW 2138
ADINA APARTMENTS REGISTERED BY-LAWS

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Special By-Laws

Annexure A

Instrument setting out the terms of by-laws to be created upon registration of the strata plan**1. Definitions and Interpretation****1.1 Statutory Definitions**

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

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

1.2 Further Definitions

In this instrument, unless the context clearly indicates otherwise:

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

Affected Common Property has the meaning given to it in **By-law 21**.

Air-conditioning System means air-conditioning plant and associated pipes, wires, cables and ducts installed at any time.

Authority means any governmental or semi-governmental, administrative, fiscal or judicial department or entity, a statutory agency or authority and includes the Council.

Building means the building constructed within the Strata Parcel.

Business Day means a day which is not a Saturday, Sunday or bank or public holiday in New South Wales.

Common Property means the Common Property in the Strata Scheme.

Council means the City of Canada Bay Council.

Court or Tribunal means any Australian court or tribunal.

Exhaust System means the kitchen exhaust system and any associated equipment exclusively servicing Lot 96, through which fumes pass from Lot 96.

Facilities Manager means the facilities manager that may be appointed by the Owners Corporation under **By-law 32**.

Garbage Room means any room designated as such by the Owners Corporation.

Grease Arrestor means the grease arrestor and any associated equipment located as shown on the Grease Arrestor Plan, exclusively servicing Lot 96, through which grease waste passes and is received from Lot 96.

Grease Arrestor Plan means the plan of the location of the Grease Arrestor annexed as **Annexure A** to this document.

Lot means a lot in the Strata Plan.

Mirvac Projects means Mirvac Projects Pty Limited ACN 001 069 245, its successors and assigns and any person authorised by Mirvac Projects Pty Limited.

Occupier means a lessee, a licensee or a person who is otherwise in lawful occupation of a Lot.

Owner means the Owner or mortgagee in possession of a lot.

Owners Corporation means the Owners Corporation for the Strata Scheme.

Rhodes Waterside means the land formerly comprised in lots 1 to 9 (inclusive) in deposited plan 1047108 and Lot 22 in deposited plan 624240.

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

- a) The treatment of external surfaces of Common Property by painting, staining or polishing, as applicable or otherwise, and
- b) The treatment of internal surfaces of Common Property by painting, staining or polishing, as applicable or otherwise;
- c) The replacement or the removal without replacement of any floor covering in Common Property, including carpet and floor tiles which are worn or damaged and in need of replacement; and
- d) The replacement of loose furnishings and chattels which are worn or damaged and in need of replacement or the removal without replacement of loose furnishings and chattels which are worn or damaged.

Rule(s) - has the meaning given to it in **By-law 26**.

Security Key means a key, card, fob, proximity reader or other device used to:

- a) open and close doors, gates and other means of regulating ingress and egress into and out of the Strata Parcel; or
- b) operate alarms, security system or communication systems.

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

- a) Lots; and
- b) Lots in any strata scheme within Rhodes Waterside.

Strata Management Act means the Strata Schemes Management Act 1996.

Strata Manager means a strata managing agent appointed under the Strata Management Act by the Owners Corporation and, if no person is for the time being so appointed, the secretary of the Owners Corporation.

Strata Parcel means the land the subject of the Strata Scheme.

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

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

1.3 Interpretation

Unless expressed to the contrary, in this document:

- a) words in the singular include the plural and vice versa;
- b) any gender includes the other genders;
- c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- d) "includes" means includes without limitation;
- e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- f) A reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (v) a right includes a benefit, remedy, discretion or power;
 - (vi) time is local time in Sydney, Australia.
 - (vii) "\$" or "dollars" is a reference to Australian currency;
 - (viii) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
 - (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions;
 - (x) this document includes all schedules and annexure to it; and
 - (xi) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this document;
- g) if the data on or by which any act must be done under this document is not a Business Day, the act must be done on or by the next Business Day; and
- h) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

1.4 Headings

Headings are inserted for convenience and do not affect the interpretation of this instrument.

1.5 Notices

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

2. Noise

An Owner or Occupier must not create any noise likely to interfere with the peaceful enjoyment of any part of the Strata Parcel by another Owner or Occupier or any person lawfully on the Strata Parcel.

3. **Standing and Parking Vehicles**

An Owner or Occupier must not stand or park any motor or other vehicle on Common Property except with the prior approval of the Owners Corporation.

4. **Obstruction of Common Property**

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

5. **Damage to Lawns and Plants on Common Property**

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

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

6. **Damage to Common Property**

- a) An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, anything that forms part of Common Property except with the prior approval of the Owners Corporation.
- b) An approval given by the Owners Corporation under **By-law 6(a)** cannot authorise any additions to Common Property.
- c) This **By-law 6** does not prevent an Owner or person authorised by an Owner from installing:
 - (i) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot;
 - (ii) any screen or other device to prevent entry of animals or insects into the Owner's Lot, provided that any screen installed has a frame of extruded aluminium, with an Eternity Pewter Pearl powdercoat (to match the window frame) with a PVC black mesh infill;
 - (iii) any structure or device to prevent harm to children; or
 - (iv) any device used to affix decorative items to the internal surfaces of walls in the Owners Lot.
- d) Any locking or other safety device, screen, structure or device referred to in **By-law 6 (c)** must:
 - (i) be installed in a competent and proper manner;
 - (ii) in the case of a deadlock, be installed by an authorised locksmith and comply with minimum requirement from time to time of any relevant Authority and be approved by the fire systems certifier appointed by the Owners Corporation;
 - (iii) comply with any guidelines and aesthetic standards prescribed by the Owners Corporation from time to time in connection with its appearance and installation; and
 - (iv) have an appearance after it has been installed in keeping with the appearance of the rest of the building.
- e) Despite section 62 of the Strata Management Act, the Owner of a lot must:
 - (i) maintain and keep in a state of good and serviceable repair any locking or other safety device, screen, structure or device referred to in **By-law 6 (c)** that forms part of Common Property and that services the Lot; and
 - (ii) repair any damage caused to any part of Common Property by the installation or removal of any locking or other safety device, screen, structure or device referred to in **By-law 6 (c)** that forms part of Common Property and that services the Lot.
- f) The operation of this **By-law 6** is subject to specific rights under any other by-law.

7. **Behaviour of Owners and Occupiers**

An Owner or Occupier on Common Property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to another Owner or Occupier or to any person lawfully on the Strata Parcel.

9. Children Playing on Common Property

An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to:

- a) play on Common Property within the Building unless accompanied by an adult exercising effective control; or
- b) be or to remain on Common Property comprising a laundry, car parking area or other area of possible danger or hazard to children.

9. Owners and Occupiers are Responsible for Others

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

- (i) complies with these by-laws and any applicable Rules;
- (ii) leaves the Strata Parcel if they do not comply with these by-laws or any applicable Rules; and
- (iii) does not do anything an Owner or Occupier are not themselves entitled to do under these by-laws or any applicable Rules, including behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier or any person lawfully on the Strata Parcel.

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

- (i) give their tenant or licensee a copy of these by-laws and any applicable Rules;
- (ii) take reasonable steps to ensure the tenant or licensee and their visitors comply with these by-laws and any applicable Rules or leave the Strata Parcel; and
- (iii) take all action reasonably available to them, including action under the lease or licence agreement, to ensure the tenant or licensee and their visitors comply with these by-laws and any applicable Rules or leave the Strata Parcel.

10. Depositing Waste and Other Material on Common Property

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

11. Waste Disposal

An Owner or Occupier must:

- a) comply with all requirements by the Owners Corporation or any Authority in respect of the storage, disposal and recycling of waste;
- b) drain and securely wrap all waste and place it in a garbage chute or in the appropriate area in a Garbage Room;
- c) not put in a garbage chute:
 - (i) bottles or glass;
 - (ii) liquids;
 - (iii) items that weigh more than 2.5 Kilograms; or
 - (iv) boxes or other items that might block the garbage chute;
- d) safety and securely wrap all broken glass before placing it in the appropriate area in a Garbage Room;
- e) drain and clean bottles and make sure they are not broken before placing them in the appropriate area in a Garbage Room;
- f) contact the Strata Manager to arrange for the removal of large items desired to be discarded and quantities of waste or liquids that are poisonous or environmentally dangerous; and
- g) not deposit any waste, dirt, dust or other material or discarded item on Common Property other than in the appropriate area in a Garbage Room.

12. Hanging of Washing and Other Items

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other similar article on any part of their Lot or on Common Property in such a way as to be visible from outside the building other than in areas, if any, designated by the Owners Corporation for the purpose and in these areas only for a reasonable period.

13. Cleaning Windows and Doors

- a) Except in the circumstances referred to in **By-law 13(b)**, an Owner or Occupier of a Lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property.
- b) The Owners Corporation is responsible for cleaning all exterior surfaces of glass in windows and doors that cannot be accessed by the Owner or Occupier of the Lot safely or at all.

14. Storage of Inflammable Liquids and Other Substances and Materials

- a) An Owner or Occupier must not, except with the prior approval of the Owners Corporation, use or store on their Lot or on Common Property any inflammable chemical, liquid, gas or other material.
- b) This **By-law 14** does not apply to:
 - (i) chemicals, liquids, gases or other materials used or intended to be used for domestic purposes or otherwise in connection with the lawful use of a Lot, that are only kept in reasonable quantities and which do not invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation, in particular, barbeque gas cylinders up to maximum size of 4.5kg; or
 - (ii) any chemical, liquids, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

15. Moving Furniture and Other Objects on or through Common Property

- a) An Owner or Occupier must not move any item of furniture or large object through Common Property unless sufficient notice has first been given to the executive committee, or if the executive committee elects, to the Facilities Manager or Strata Manager, so as to enable the executive committee, or the Facilities Manager or Strata Manager as the case may be, to arrange for its nominee to be present at the time when the Owner or Occupier does so.
- b) The Owners Corporation may resolve that items of furniture and large objects are to be moved through Common Property in a specified manner.
- c) If the Owners Corporation has specified, by resolution, the manner in which items of furniture or large objects are to be moved through Common Property, an Owner or Occupier must not move any item of furniture or large object through Common Property except in accordance with the resolution.

16. Floor Coverings – AMENDED to read as follows:

- a) This by-law only applies to residential Lots.
- b) This by-law provides that any Owner of a Lot may remove and install Floor Coverings in their Lot and on so much of the common property as is necessary with the prior written consent of the executive committee.
- c) An Owner or Occupier must ensure that all floor space within their Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of another Owner or Occupier.
- d) For the purpose of this by-law, "Floor Coverings", mean floating timber floors, tile floors and any other hard flooring such as timber, ceramic or other floor coverings that replace the existing flooring on the lower boundary of the respective Lot.

- e) Floor Coverings does not include the flooring in the bathrooms, lavatory, kitchen, laundry and balcony of the Lot, provided that such a room is in its original location in the Lot.
- f) The Owner must remove and install the Floor Coverings in their Lot in accordance with the conditions provided in this by-law.

Conditions

Before changing the Floor Covering

- g) The Owner must notify the Owners Corporation at least 21 days before changing the Floor Coverings in their Lot and obtain the prior written approval for the removal and installation of the Floor Covering from –
 - i) the executive committee of the Owners Corporation;
 - ii) the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if applicable); and
 - iii) any other relevant statutory authority whose requirements apply to removal and installation of the floor coverings or surfaces.
- h) The Owner must submit to the Owners Corporation the following documents relating to the removal and installation of the Floor Coverings upon notification –
 - i) plans and drawings;
 - ii) specifications, certifications; and/or
 - iii) any other documents reasonably required by the Owners Corporation.
- i) The Owners must ensure that any party carrying out the removal and replacement of the Floor Coverings effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of \$10 million and provides certificates of currency evidencing the insurance on request by the Owners Corporation.
- j) The Owner must ensure that the Floor Coverings comply with the minimum noise installation rating and standards as set out in the National Construction Code (NCC) current at the time the application is submitted to the executive committee.

Carrying out the removal and installation

- k) In carrying out the removal and replacement of the Floor Coverings, the owner must:
 - i) transport all construction materials, equipment, debris and other materials, in the manner reasonably directed by the owners corporation;
 - ii) protect all areas of the building outside their lot from damage by the removal and installation of the Floor Coverings or the transportation of construction materials, equipment, debris;
 - iii) keep all areas of the building outside their lot clean and tidy throughout the performance of the removal and installation of the Floor Coverings;
 - iv) only remove and install the Floor Coverings at the times approved by the owners corporation;
 - v) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - vi) remove all debris resulting from removing and installing the Floor Coverings as soon as reasonably practicable from the building; and
 - vii) comply with the requirements of the owners corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Floor Coverings.
- l) The owner must ensure that the removal and installation of the Floor Coverings shall be done:
 - i) in a proper and workmanlike manner and by duly licensed contractors; and
 - ii) in accordance with the drawings and specifications approved by an acoustic consultant and local council (if applicable).

After changing the floor coverings

- m) The owner must notify the owners corporation that:
 - i) the works have been completed; and
 - ii) all damage, if any, to the lot and common property caused by the installation of the Floor Coverings has been rectified.

- n) The owner must deliver to the owners corporation the following documents relating to the removal and installation of the Floor Coverings:
 - i) certification by an acoustic consultant nominated by the owner or the owners corporation;
 - ii) certification by an engineer nominated by the owners corporation as to the structural integrity of the floor coverings and the building (if required by the owners corporation); and
 - iii) any other document reasonably required by the owners corporation.
- o) The owner must, at the owner's cost:
 - i) properly maintain and keep the common property to which the Floor Coverings are installed or attached in a state of good and serviceable repair; and
 - ii) properly maintain and keep the Floor Coverings in as state of good and serviceable repair and must replace the Floor Coverings (or any part of them) as required from time to time.

Liability and Indemnity

- p) The owner indemnifies the owners corporation against all loss and damage suffered by the owner as a result of installing the Floor Coverings including the repair and maintenance of the Floor Coverings.
- q) The owner indemnifies the owners corporation of any liability in respect any proceedings, actions or claims is made against the owners corporation as a result of the installation of the Floor Coverings.
- r) Any loss and damage suffered by the owners corporation as a result of the installation of the Floor Coverings must be repaired immediately at the owner's expense and may be recovered from the owner as a debt due to the owners corporation on demand.
- s) To the extent that section 62(3) of the *Strata Schemes Management Act 1996* is applicable, the owners corporation determines it is inappropriate to maintain, renew, replace or repair the Floor Coverings proposed under this by-law.

Breach of By-law

- t) The owners corporation reserves the right to take action against an owner to replace the floor coverings or reinstate the original floor coverings if –
 - i) the owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the owners corporation to rectify the breach;
 - ii) another lot owner or occupier is successful in any claim about noise transmission from the lot as a result of the installation of the Floor Coverings; and
 - iii) if a certificate, as required under 13(a) is not provided to the owners corporation within one (1) month of completion of the installation of the Floor Coverings.
- u) The Managing Agent be authorized to register this by-law on behalf of the owners corporation affix the common seal in accordance with section 238 of the *Strata Schemes Management Act 1996*.

17. Keeping of Animals

- a) Subject to section 49(4) of the *Strata Management Act*, an Owner or Occupier must not, except with the prior approval of the Owners Corporation, keep any animal (except a cat, a small dog, a small caged bird or fish in secure aquarium) on their Lot or on Common Property.
- b) The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a Lot or on Common Property.
- c) An Owner or Occupier must obtain the written approval of the Owners Corporation before they keep on their Lot or on Common Property:
 - (i) any animal other than a type of animal referred to as excepted in **By-law 17(a)**;
 - (ii) more than one dog at the same time; or
 - (iii) more than one cat at the same time.

- d) If an Owner or Occupier may keep an animal on their Lot or on Common Property under this **By-law 17**, then the Owner or Occupier:
- (i) must notify the Owners Corporation that the animal is being kept on their Lot or on Common Property;
 - (ii) must ensure that the animal is at all times kept under control and usually within the confines of their Lot;
 - (iii) must ensure that the animal does not enter any part of Common Property designated by the executive committee as an area on which animals may not enter and, when the animal is on any part of the Strata Parcel other than the Owner's or Occupier's Lot, that the animal is accompanied by the Owner or Occupier or other responsible person;
 - (iv) must, when the animal is on any part of the Strata Parcel other than the Owner's or Occupier's Lot, carry or keep the animal appropriately tethered and under control;
 - (v) is liable to other Owners and Occupiers and to any person lawfully using Common Property for:
 - a) any noise caused by the animal which is disturbing to an extent which is unreasonable; and
 - b) damage to or loss of property or injury to any person caused by the animal;
 - (vi) is responsible for promptly cleaning up after the animal has disturbed or soiled any part of the Strata Parcel; and
 - (vii) must, if in the opinion of the executive committee, acting reasonably, the Owner or Occupier is not complying with this **By-law 17** and the executive committee so requests, remove the animal from the Strata Parcel.
- e) This **By-law 17** does not prevent the keeping of a dog used as a guide or hearing dog.

18. Appearance of Lot – AMENDED – to read as follows:

- a) An Owner or Occupier must not, except with the prior approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Building. Any window covering or glass door covering must have a plain white or off-white backing so that when such coverings are drawn across the window or glass door, only the plain white or off-white backing is visible from outside the Lot.
- b) The Owner or Occupier of lot 96 must not except with the prior approval of the Owners Corporation, place on, or cover, any glass window or door comprising part of the shopfront of the Lot with curtains or any other material, including paper, which results in the obscuring of any part of the shopfront.
- c) An Owner or Occupier must not, except with the prior approval of the Owners Corporation, install on the Lot or on Common Property any radio or television aerial, satellite or any receiving or transmitting device, security device or associated wires.
- d) An Owner or Occupier must not operate from the Lot or from Common Property any radio, transmitter, receiver, telecommunications device or electronic equipment that may interfere with any domestic appliance or apparatus lawfully in use on the Strata Parcel.

19. Change in Use of Lot to be Notified

- a) An Owner or Occupier must notify the Owners Corporation if the Owner or Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot).
- b) The Owner or Occupier of Lot 96 must not use the Lot in a manner that is not a legitimate and permitted business use authorised by the relevant Authority.
- c) An Owner or Occupier must not use the Lot for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the good reputation of the Strata Scheme.

- d) If the Lot comprises an area for car parking, such area must be used only for the purpose of parking a motor vehicle and must not be used as an area for storage of any other items.

20. Insurance Premiums

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

21. Carrying out Building Work on a Lot

- a) The Owners Corporation approves an Owner or an Occupier (with the Owners Corporation's prior approval) carrying out building work on their Lot, including the installation of louvres to the balcony, a toilet, a basin, a bathroom, a kitchen and other items forming part of the general fit-out of the Lot, and on so much of Common Property, the use of which is reasonably necessary for the carrying out of the Building work (**Affected Common Property**), on the following conditions:
- i. The Owner and the Occupier indemnify the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out of:
 - (A) the carrying out of the building work contemplated by this **By-law 21**;
and
 - (B) the use of the result of the building work;
 - ii. The carrying out of the building work and the use of the result of the building work must not damage, interfere with or interrupt any service lines, pipes or conduits whether Common Property or otherwise and must not void any warranties that the Owners Corporation or any other Owner or Occupier are entitled to;
 - iii. If any exhaust system is to be installed, including a kitchen exhaust hood, its size and type must be certified as appropriate by a qualified mechanical consultant; and
 - iv. The Owners Corporation is responsible for the proper maintenance of the keeping in a state of good and serviceable repair the Affected Common Property, except for anything added to Common Property.
- b) An Owner or an Occupier desiring to exercise rights under this **By-law 22** must:
- (i) before doing any building work:
 - (A) arrange with the Strata Manager or the Facilities Manager suitable times and means by which access to the Building may give notice to the Owners Corporation, and
 - (B) ascertain from the Strata Manager or Facilities Manager, where service lines, pipes and conduits are located; and
 - (C) arrange with the Strata Manager or the Facilities Manager suitable times and means by which access to the Building may be obtained;
 - (D) if the Owners Corporation so requests, provide a certificate from a structural engineer or a services engineer or both, that the proposed work will not have any adverse effect on Common Property or any Lot; and
 - (E) if the Owners Corporation so requests, provide evidence of such insurances as the Owners Corporation reasonably requires in connection with the building work to be carried out;
 - i. comply with the reasonable requirements of the Strata Manager and Facilities Manager, about the times and means by which access to the Building is obtained and the building work is carried out;
 - ii. ensure that tradespeople and any persons involved in doing the building work comply with all reasonable requirements of the Strata Manager and Facilities Manager (including but not limited to the times and means by which access to the Building is obtained and the building work is carried out);

- iii. not damage Common Property or damage, interfere with or interrupt any service lines, pipes or conduits;
 - iv. do the building work properly and to the reasonable satisfaction of any relevant Authority and, in respect of any Common Property which is affected, to the reasonable satisfaction of the Owners Corporation;
 - v. repair any damage caused to Common Property or the property of another Owner or Occupier; and
 - vi. cause as little disturbance as is reasonably practicable to the Owners and Occupiers of other Lots.
- c) The Owners Corporation may for the purposes of this **By-law 21** at any time prescribe the days and hours of the day during which access to the Building may be obtained for the carrying out of Building work.

22. Changing Non-Structural Walls

- a) An Owner or an Occupier (with the Owners Corporation's prior approval) may:
- (i) alter or remove non structural walls in their Lot; and
 - (ii) make openings in non-structural Common Property walls between two Lots owned by that Owner on the following conditions;
 - (A) The Owner and the Occupier must identify the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out of the carrying out of the building work contemplated by this **By-law 22** and the use of the result of building work;
 - (B) Neither the carrying out of the building work nor the use of the result of the building work damages, interferes with or interrupts any service lines, pipes or conduits whether Common Property or otherwise or voids any warranties that the Owners Corporation or another Owner or Occupier are entitled to; and
 - (C) The Owners Corporation is to continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair Common Property, the use of which is reasonably necessary for the carrying out of the building work, except for anything added to Common Property.
- b) An Owner or an Occupier desiring to exercise rights under this **By-law 22** must;
- (i) before doing any building work;
 - (A) give notice to the Owners Corporation;
 - (B) arrange with the Strata Manager or Facilities Manager, suitable times and means by which access to the Building may be obtained;
 - (C) ascertain from the Strata Manager or Facilities Manager, where service lines, pipes and conduits are located;
 - (D) if the Owners Corporation so requests, provide a certificate from a structural engineer or an architect that the proposed building work will not have any adverse effect on Common Property or any Lot; and
 - (E) upon request of the Owners Corporation, provide evidence of such insurances as the Owners Corporation requires in connection with the building work to be carried out;
 - (ii) comply with the reasonable requirements of the Strata Manager and Facilities Manager, about the time and means by which access to the Building is obtained and the building work is carried out;
 - (iii) ensure that tradespeople and any persons involved in doing the building work comply with all reasonable requirements of the Strata Manager and Facilities Manager (including but not limited to the times and means by which access to the building is obtained and the building work is carried out);
 - (iv) not damage Common Property or damage, interfere with or interrupt any service lines, pipes or conduits;
 - (v) do the building work properly and to the reasonable satisfaction of the Owners Corporation and any relevant Authority;

- (vi) repair any damage caused to Common Property or the property of another Owner or Occupier; and
 - (vii) cause as little disturbance as is reasonably practicable to the Owners and Occupiers of other Lots.
- (c) The Owners Corporation may for the purposes of this **By-law 22** from time to time prescribe the days and hours of the day during which access to the building may be obtained for the carrying out of building work.

23. Carrying out Minor Work on Common Property

- a) An Owner or an Occupier (with the Owner's prior approval), may do minor building work or make minor alterations to the interior of Common Property enclosing the Lot (for example, attach anything to Common Property or put nails or screws into Common Property walls), which has no material adverse effect on Common Property.
- b) An Owner must not remove or alter any structural wall, except with the prior approval of the Owners Corporation and in compliance with the Strata Management Act.
- c) An Owner or Occupier must not affix any lattice or grill to any part of the terrace or balcony area of the Owner's Lot that is not in keeping with the appearance of the rest of the Building except with the prior approval of the Owners Corporation.

24. Refurbishment of Common Property

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

25. Air-conditioning System

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

- (a) the Owner or Occupier indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this **By-law 25** and the use of the Air-conditioning System;
- (b) the Owner or Occupier complies with all requirements of any Authority in connection with the Air-conditioning System;
- (c) the Owner or Occupier is responsible for the running costs of the Air-conditioning System;
- (d) the Owner or Occupier maintains and keeps the Air-conditioning System in good and serviceable repair;
- (e) the Owner or Occupier is responsible for the renewal or replacement of the Air-conditioning System, if necessary; and
- (f) the Owners Corporation is to continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair, the Common Property contiguous to the Air-conditioning System.

26. Rules

- a) In addition to its powers under the Strata Management Act and under other by-laws, the Owners Corporation has the power under this **By-law 26** to make rules about the control, management, operation, use and enjoyment of the Strata Parcel generally and Common Property or a part of it, in particular **(Rules)**.
- b) The Owners Corporation may vary Rules at any time.
- c) If a Rule is inconsistent with the Strata Management Act, any by-law or a requirement of an Authority, the Strata Management Act, the by-law or the requirement of the Authority, as the case may be, prevail to the extent of the inconsistency.
- d) Rules bind an Owner and Occupier and any person on the Strata Parcel with the express or implied consent of an Owner or Occupier or the Owners Corporation.

27. Advertising

- a) An Owner or Occupier must not erect, display, affix or exhibit in the Strata Parcel any Advertising visible from any Lot or the Common Property or from outside the Strata Parcel.
- b) Mirvac Projects can, without obtaining the approval of the Owners Corporation, erect, display, affix or exhibit Advertising on the Common Property, or on any Lot of which Mirvac Projects is Owner or Occupier, in connection with Selling and Leasing Activities.
- c) In erecting, displaying, affixing or exhibiting Advertising in accordance with **By-Law 27(a)**, Mirvac Projects must:
 - (i) use reasonable endeavours to ensure that Owners or Occupiers are caused as little inconvenience as is reasonably practicable; and
 - (ii) cause any damage resulting from the Advertising to be repaired on a timely basis and in a good workmanlike manner.

28. Restriction of Creation of Exclusive Use By-laws

- a) With the exception of **By-laws 34** and **35**, no by-law conferring on the Owner of a Lot or the Owners of several Lots, a right of exclusive use and enjoyment of the whole or any part of the Common Property may be made without the prior consent of the Council.
- b) This **By-law 28** cannot be changed without the prior consent of the Council.

29. Care of Landscaped Areas and Garden Boxes

- a) An Owner or Occupier whose Lot includes a landscaped area or a garden box on the boundary of the Lot or a balcony adjoining the Lot must ensure that:
 - (i) So far as is practicable any grass and plants in the landscaped area or a garden box are maintained in a healthy and vigorous condition;
 - (ii) Any grass or plant, which is damaged, diseased or dies is promptly replaced, where practicable, with grass or a plant of the same species and similar size or with another plant as agreed with the Owners Corporation;
 - (iii) The garden box is properly maintained and kept in a state of good repair in accordance with the directions given by the Owners Corporation from time to time; and
 - (iv) In watering plants on any balcony adjoining the Lot, an Owner or Occupier must be careful not to affect Common Property or any other Lot and will not have a mechanical watering system installed on a Lot.
- b) If an Owner or Occupier fails to comply with this **By-law 29** the Owners Corporation may give notice requiring compliance.
- c) If an Owner or Occupier fails to comply with a notice given under this **By-law 29**, the Owners Corporation may at the expense of the Owner or Occupier, carry out works reasonably necessary to ensure compliance with this **By-law 29**.
- d) Any expense incurred by the Owners Corporation under this **By-law 29** is recoverable as a debt against the Owner or Occupier in a court or tribunal of competent jurisdiction.

30. Occupational Health and Safety

- a) An Owner or Occupier of a Lot must not create any hazard that may breach occupational health and safety standards or cause the affect of a breach of such standards. This by-law refers to occupational health and safety standards referable to Australian Standards or under the provisions of the *Occupational Health and Safety Act 2000 (NSW)*.
- b) This **By-law 30** refers to matters like:
 - (i) safe balustrade heights;
 - (ii) safety around pools;
 - (iii) safe driving in car parks; and

- (iv) weight and positioning of garden boxes on balconies.
- c) If an Owner or Occupier of a Lot has any concerns in relation to this **By-law 30** they should discuss such issues with the Strata Manager or Facilities Manager.

31. Provision of Amenities or Services

- a) The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to Owners or Occupiers of one or more of the Lots;
 - (i) Security;
 - (ii) Services;
 - (iii) Window cleaning;
 - (iv) Garbage disposal and recycling services;
 - (v) Electricity, water or gas supply;
 - (vi) Telecommunication services (for example, cable television).
- b) If the Owners Corporation makes a resolution referred to in **By-law 31 (a)** to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, the Owners Corporation must indicate in the resolution the amount payable for the amenity or service or the basis on which that amount is calculated and the conditions on which, the Owners Corporation will provide the amenity or service.
- c) Note: Section 111 of the Strata Management Act provides that an Owners Corporation may enter into an agreement with an Owner or Occupier of a Lot for the provision of amenities or services by it to the Lot or to the Owner or Occupier.

32. Facilities Manager

- a) In addition to its powers under the Strata Management Act, the Owners Corporation has power under this **By-law 32** to appoint a Facilities Manager to provide facilities management, asset maintenance, contract management and operational services for the Strata Scheme at a fee.
- b) An agreement of the kind referred to in this **By-law 32:**
 - (i) may be for a term of any duration considered by the Owners Corporation to be reasonable; and
 - (ii) will be on market terms.

33. Compliance with Planning and Other Requirements

- a) The Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law.
- b) The Owner or Occupier of a Lot must ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot.

34. Grease Arrestor

The Owner of Lot 96 has the right to exclusive use and enjoyment of and a special privilege in respect of the Grease Arrestor on the following conditions:

- a) the Owner indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out of the exercise of the rights conferred by this **By-law 34** and the use of the Grease Arrestor;
- b) the Owner complies with all requirements of any Authority in connection with the Grease Arrestor;
- c) the Owner is responsible for the running costs of the Grease Arrestor;
- d) the Owner maintains and keeps the Grease Arrestor clean and in good and serviceable repair;
- e) the Owner is responsible for the renewal or replacement of the Grease Arrestor, if necessary; and
- f) the Owners Corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair the, Common Property contiguous to the Grease Arrestor.

35. Exhaust System

- a) The Owner of Lot 96 has the right of exclusive use and enjoyment of and a special privilege in respect of the Exhaust System on the following conditions:
 - (i) the Owner indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out of the exercise of the rights conferred by this **By-law 35** and the use of the Exhaust System;
 - (ii) the Owner complies with all requirements of any Authority in connection with the Exhaust System;
 - (iii) the Owner is responsible for the running costs of the Exhaust System;
 - (iv) the Owner maintains and keeps the Exhaust System clean and in good and serviceable repair;
 - (v) the Owner is responsible for the renewal or replacement of the Exhaust System, if necessary; and
 - (vi) the Owners Corporation is to continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair, the Common Property contiguous to the Exhaust System.
- b) The Owner of Lot 96 acknowledges that the Exhaust System is provided to the ceiling area, but does not include a fan to extract fumes from Lot 96.
- c) The Owner of Lot 96 has the exclusive right to install a fan in the ceiling of the building to extract fumes from lot 96 on the following conditions;
 - (i) the Owner obtains all necessary approvals for the installation of the fan;
 - (ii) the Owner is responsible for the installation of the fan in the ceiling of the building;
 - (iii) the Owner maintains and keeps the fan clean and in good and serviceable repair; and
 - (iv) the Owner complies with all Authority acoustic requirements.

36. Name of Building

- a) The Owners Corporation and every Owner or Occupier must refrain from using the name "Adina" in relation to any Lot or Common Property except as a geographic identifier of the Building.
- b) The Owners Corporation and every Owner and Occupier must not use the name "Adina" as a trademark in relation to any Lot or Common Property.
- c) Nothing in this **By-law 36** will prevent an Owner or Occupier from using the name "Adina" in any Advertising relating to a Lot, the Building, the Strata Parcel, the Strata Plan or the Strata Scheme solely as a geographic identifier.

37. Fitout Works

- (a) The owner of lot 96 has the right of special privilege in respect to the installation of the Fitout Works.
- (b) The owner of lot 96 has the special privilege to install and keep installed the Fitout Works on the following conditions:
 - (i) the owner obtains all necessary approvals for the installation of the Fitout Works;
 - (ii) the owner is responsible for the installation of the Fitout Works;
 - (iii) the owner is responsible for the cost of the installation of the Fitout Works and the owner remains responsible for all running costs associated with the Fitout Works, including the cost of electricity to illuminate the signage;
 - (iv) the owner maintains and keeps the Fitout Works clean and in good and serviceable repair;
 - (v) the owner is responsible for the renewal or replacement of the Fitout Works (including the renewal or replacement of any light fittings installed in the signage), if necessary;
 - (vi) the owner is to continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the common property contiguous to the Fitout Works;
 - (vii) the condenser unit must be appropriately covered in a louvre type system and in keeping with the appearance of the rest of the building; and

- (viii) the owner indemnifies the owners corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, injury to, any person arising out of the exercise of the rights conferred to this by-law 37 and the installation and use of the Fitout Works.
- (c) In this by-law 37:
 - (i) "Awning" is defined as the awning installed by the owner of lot 96 on the common property adjacent to lot 96.
 - (ii) "Condenser Unit" is defined as a condenser unit installed by the owner of lot 96 on the common property adjacent to lot 96.
 - (iii) "Fitout Works" is defined as the installation of the signage, the heaters, the condenser unit and the awning.
 - (iv) "Heaters" is defined as gas heaters installed by the owner of lot 96 on the common property adjacent to lot 96.
 - (v) "Signage" is defined as:
 - (A) all works, including feature wall cladding and the installation of awning, on the common property walls adjoining lot 96 for the purpose of installing the signage lettering and illuminated signage; and
 - (B) the installation of signage lettering and illuminated signage to the common property walls adjoining lot 96, the design and location of which is approved by the executive committee.

Special By-Law 1 – Parking Bollards

1. This by-law provides that any Owner of a lot may install Parking Bollard on and in their lot and on so much of the common property as is necessary.
2. For the purposes of this by-law, "Owner" means the owner or owners of all lots in strata plan no.80460.
3. For the purpose of this by-law, "Parking Bollards" means the alterations and additions undertaken by an Owner (at the Owner's cost and to remain that Owner's fixtures) to block access to their car parking space by installing a fixed retractable bollard on the lot or so much of the common property that is necessary.
4. The Owner must -
 - (a) not install the Parking Bollard except in accordance with the by-law; and
 - (b) ensure that any Parking Bollard installed before the making of this by-law complies with this by-law.
5. To the extent of any inconsistency between this by-law and any other by-law, this by-Law prevails.

Conditions

Before installing the Parking Bollard

6. The Owner must obtain approval for the installation of the Parking Bollard from:
 - (a) the executive committee of the Owners Corporation;
 - (b) the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required); and
 - (c) any other relevant statutory authority whose requirements apply to the installation of the Parking Bollard.
7. The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the installation of the Parking Bollard.
8. The Owner must ensure that any party installing the Parking Bollard effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of \$10,000,000 and provides certificates of currency evidencing the insurance on request by the Owners Corporation.

Installing the Parking Bollard

When installing the Parking Bollard, the Owner must:

- (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;

- (b) protect all areas of the building outside their lot from damage by the installation of the Parking Bollard or the transportation of construction materials, equipment, debris;
 - (c) keep all areas of the building outside their lot clean and tidy throughout the installation of the Parking Bollard;
 - (d) only install the Parking Bollard at the times approved by the Owners Corporation;
 - (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - (f) remove all debris resulting from the installation of the Parking Bollard immediately from the building; and
 - (g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the installation of the Parking Bollard
9. The Owner must ensure that the installation of the Parking Bollard shall be done:
- (a) in a proper and workmanlike manner and by duly licensed contractors; and
 - (b) in accordance with any documents approved by the Owners Corporation and local council (if required).
10. The Owner must ensure that the installation of the Parking Bollard comply with the standards as set out in the National Construction Code (NCC) current at the time any documents relating to the installation of the Parking Bollard are submitted to Owners Corporation.
11. The Owner must ensure that the Parking Bollard is wholly within the boundary of the lot and does not prevent access to any other lot and/or areas of common property, except where the adjoining Owner and/or Owners Corporation have given written consent for this purpose.

After the installation of the Parking Bollard

12. The Owner must, at the Owner's cost:
- (a) properly maintain and keep the common property to which the Parking Bollard is erected or attached in a state of good and serviceable repair; and
 - (b) properly maintain and keep the Parking Bollard in a state of good and serviceable repair and must replace the Parking Bollard (or any part of them) as required from time to time.

Liability and Indemnity

13. The Owner indemnifies the Owners Corporation against all loss and damage suffered by the Owner as a result of installing the Parking Bollard including the repair and maintenance of the Parking Bollard and liability under section 65(6) of the Act in respect of repair of the common property attached to the Parking Bollard.
14. Any loss and damage suffered by the Owners Corporation as a result of installing, maintaining or replacing the Parking Bollard may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.
15. To the extent that section 62(3) of the Act is applicable, the Owners Corporation determines it is inappropriate to maintain, renew, replace or repair the Parking Bollard proposed under this by-law.
16. The Owners Corporation reserves the right to take action against an Owner to replace the Parking Bollard or reinstate the common property affected by the installation of the Parking Bollard to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.
17. The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with section 238 of the Act.

Special By-Law 2 – Lot 96 – Exclusive Use

1. This by-law confers on the Owner exclusive use rights and special privileges subject to the following conditions.
2. The *exclusive use rights* conferred by this by-law are the rights to exclusively use part of the common property, comprising of the area marked in "red" shown in the strata plan diagram attached to this by-law and marked "**Annexure A**".

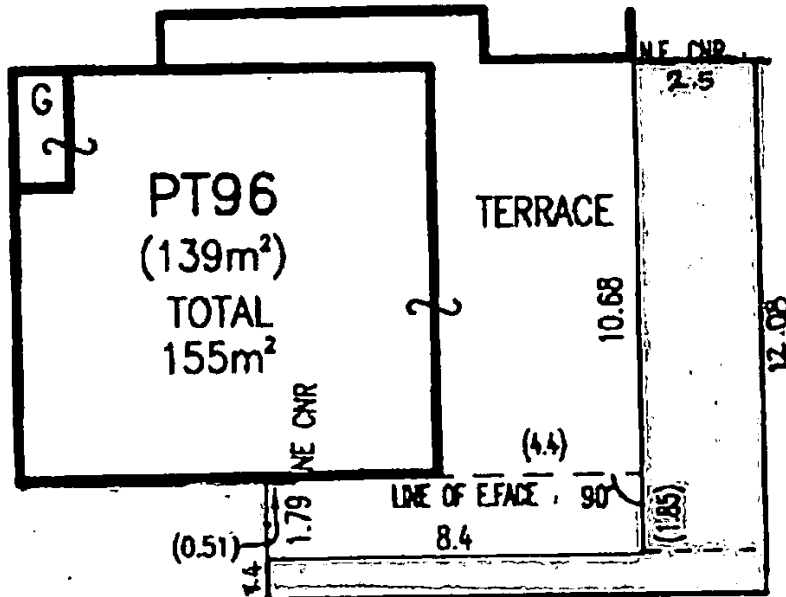
3. For the purposes of this by-law, this part of the common property is known as the "seating area".
4. The *special privileges* conferred by this by-law are the rights to alter and use the seating area by having made the following Improvements -
 - (a) Enclosing the seating area with framed glass panels and glass sliding door opening; and
 - (b) Installing an awning over the seating area.
5. The Owners Corporation, under this by-law, provides its consent for the exclusive use rights and special privileges granted to the Owner.
6. To the extent of any inconsistency between this by-law and any other by-law, this by-law prevails.

Conditions

7. The Owner must ensure that the seating area is used in accordance with and is compliant with the standards as set out in the Building Code of Australia (BCA) current at the time.
8. The Owner must obtain the written approval of the Owners Corporation and any other relevant consent authority (if required) in respect of any other proposed additions, alterations and/or erections of structures in the seating area that are not covered under this by-law.
9. The Owner must submit any documents reasonably required by the Owners Corporation in respect of the Improvements made and any other additions, alterations and/or erections of structures proposed in the seating area prior to obtaining written approval from the Owners Corporation.
10. The Owner must ensure that the Improvements undertaken under this by-law and any other proposed additions, alterations and/or erections of structures in the seating area are done by duly licensed insured contractor and are completed in a proper and workmanlike manner.
11. The Owner is responsible for the proper maintenance and keeping in a state of good and serviceable repair -
 - (a) the seating area within the enclosed glass area;
 - (b) the Improvements erected or attached to the seating area; and
 - (c) any other additions, alterations and/or erections of structures in the area of exclusive use.
12. The Owner indemnifies the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage suffered as a result of the Owner or any other person - :
 - (a) using the seating area;
 - (b) having made the Improvements to the seating area; and
 - (c) installing any other additions, alterations and/or erections of structures to the seating area.including any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the use of the seating area, installation of the Improvements and installing any other additions, alterations and/or erections of structures to the seating area.
13. To the extent that section 62(3) of the Act is applicable, the Owners Corporation determines it is inappropriate to maintain, renew, replace or repair the Improvements and any additions, alterations and/or erections of structures in the seating area.
14. If the Owner is in breach of any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may rectify any such breach and may recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs.
15. The Owner must pay the reasonable costs of the Owners Corporation incidental to the making and registration of this by law.
16. The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation and affix the common seal in accordance with section 238 of the Act.

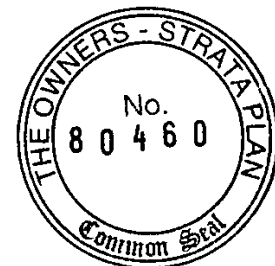
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Annexure A



THE INTERNAL STRATUM OF LOT 96 IS LIMITED TO THE UPPER SURFACE OF ITS STRUCTURAL CONCRETE FLOOR, THE UNDERSIDES OF ITS SUSPENDED CEILING & THE INTERNAL SURFACES OF THE GLASS & STRUCTURAL ENCLOSING WALLS. ALL FINISHES ADDED TO THE WALLS AND FLOOR FORM PART OF THE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE LOT 96 TERRACE, WHERE NOT COVERED, IS LIMITED TO 3.5 METRES ABOVE THE UPPER SURFACE OF ITS PAVED FLOOR.



Special By-Law 3 – Service of Documents on Owner of Lot by Owners Corporation

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

Special By-Law 4 – Smoking

- 1) An owner or occupant of a Lot must not smoke tobacco or any substance upon the balcony of the lot or upon the common property, and must not allow any other person to smoke upon the balcony of the lot or upon common property.
- 2) An owner or occupant of a Lot must not allow for smoke to drift from inside their enclosed lot to affect common property or a neighbouring lot.
- 3) An Owner of a Lot must not, after registration of this by-law, enter into a residential tenancy agreement of occupation of the Lot with anyone unless that agreement includes a provision that prohibits the smoking of tobacco or any other substance upon the balcony of the lot or any common property by the occupant and any invitees of the occupant

Special By-Law 5 - Installation of shutters (AM924827P)

A by-law to make provision with respect to certain works and to provide for exclusive use and special privilege in respect of certain common property.

1 Grant of Rights

1.1 Works

Subject to the Conditions the Owner may carry out and keep the Works.

1.2 Exclusive use

Subject to the Conditions the Owner has exclusive use of the Exclusive Use Area.

1.3 Functions of the owners corporation

Without limiting its other functions, the Owners Corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it by this By-Law.

1.4 Consent

Despite anything in this By-Law the Owners Corporation is not required to provide its consent as may be required by any Authority in connection with Building Works, without limitation including by affixing its seal by way of consent to any application to the relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979. The rights of the Owners Corporation in this regard are expressly reserved.

2 Conditions

2.1 Ongoing maintenance and use

The Owner, at their own cost:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Works and the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (b) must renew and replace any fixtures or fittings comprised in the Works and the Exclusive Use Area, and must do any Building Works necessary to effect the same; and
- (c) must ensure that the Works and the Exclusive Use Area are used in accordance with and continue to comply with the requirements of this By-Law and any applicable law or Approval.

2.2 Building Works

If the Owner is required or permitted to do Building Works under this By-Law, then the Owner must comply, and those Building Works must comply, with the Building Works Conditions.

2.3 Approvals and certifications

The Owner must:

- (a) obtain all necessary Approvals and ensure that all necessary Approvals are obtained in relation to the use of the Works and the Exclusive Use Area and the conduct of any Building Works;
- (b) provide a copy of any such Approvals to the Owners Corporation;
- (c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before the conduct of any Building Works, supply a copy of that Approval to the Owners Corporation before the conduct of those Building Works; and
- (d) provide a copy to the Owners Corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.4 Access

The Owner must provide the Owners Corporation with access to the Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance with this By-Law (or if the Owner is not also the occupier of the Lot, the Owner must do all things within their power to procure such access) as follows:

- (a) during a period where Building Works are being carried out, within 24 hours of a request by the Owners Corporation; or
- (b) in any other case, on reasonable request of the Owners Corporation.

2.5 Indemnity

The Owner will indemnify the Owners Corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the Owners Corporation in connection with Building Works (or their use) or the use of the Exclusive Use Area.

2.6 Default

If the Owner fails to comply with any obligation under this By-Law the Owners Corporation may carry out that obligation and recover the cost of so doing from the Owner.

2.7 Time

Where no time is specified for compliance with an obligation of the Owner under this By-Law, the Owner must comply with that obligation in a reasonable time.

2.8 Ownership of works

To the extent that Building Works:

- (a) occupy cubic space forming part of the Lot, they remain the property of the Owner; and
- (b) occupy cubic space forming part of the Common Property, they form part of the Common Property.

2.9 Connection to services

Except as otherwise approved in writing by the Owners Corporation, to the extent the Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to the Lot (provided such separately metered services are otherwise connected to the Lot).

2.10 Relocation

The Owner must, at the Owner's own cost, promptly on demand of the Owners Corporation, remove or relocate the Works to permit the Owners Corporation to exercise a right or meet an obligation of the Owners Corporation in respect of the Property arising at law or under the terms of this By-Law and must thereafter reinstate the Works.

3 Building Works Conditions

3.1 General conditions applying to Building Works

Building Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval and any applicable provisions of the Scope of Works;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) comply with the National Construction Code and the Building Code of Australia and not cause the Property or any part of it to breach either of those codes;
- (d) be fit for their purpose;
- (e) only be carried out using materials belonging to the Owner and not subject to any charge, lien, security interest or similar;
- (f) be carried out with due diligence and expedition and within a reasonable time;
- (g) cause a minimum of disruption to the use of the Property and a minimum of damage to the Property;
- (h) in any event, not occasion the occupation or use of open space areas of Common Property except as otherwise specifically approved in writing by the Owners Corporation;
- (i) except as otherwise approved by the Owners Corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;
- (j) not cause damage to the Property or any part of the Property otherwise than authorised under this By-Law;
- (k) not adversely affect the structure or support of the Property; and
- (l) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the Property by other owners or occupiers of lots.

3.2 Cleanliness, protection and rectification

The Owner must:

- (a) ensure the Property is adequately protected from damage that may be caused by Building Works;
- (b) ensure any part of the Property affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and
- (c) if Building Works cause damage to the Property, rectify that damage, including doing any necessary Building Works.

3.3 Plans and specifications

If the Owners Corporation has not previously been provided with them, the Owner must provide a copy of any plans and specifications relating to Building Works to the Owners Corporation. Where those plans and specifications relate to any

element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the Owners Corporation before that element of those Building Works is undertaken.

3.4 Insurance

The Owner must effect and maintain the following insurance (or ensure the same is effected and maintained):

- (a) any insurance required by law in connection with Building Works; and
- (b) contractors all-risk insurance (including public liability insurance to a limit of not less than \$10,000,000 per event) in respect of the conduct of the Building Works naming the Owners Corporation as a beneficiary.

3.5 Principal contractor

Within the meaning of the Work Health and Safety Regulation 2011 ('WHSR'):

- (a) the Owner acknowledges and agrees that the Owner is the person that commissions the Building Works within the meaning of clause 293 of the WHSR and not the Owners Corporation;
- (b) the Owner must engage another person to have management or control of the workplace the subject of Building Works who is appropriately experienced and qualified to discharge the duties of a 'principal contractor' under Chapter 6 of the WHSR. The Owner must authorise that person to have management or control of the workplace the subject of the Building Works and to discharge the duties of a 'principal contractor' under Chapter 6 of the WHSR; and
- (c) subject to compliance by the Owner with this clause, the Owners Corporation authorises that principal contractor to make such reasonable and necessary use of the Common Property as may be required to enable that principal contractor to discharge the duties of a principal contractor under Chapter 6 of the WHSR from time to time;

as if the Building Works were a 'construction project' within the meaning of clause 293 of the WHSR.

4 Definitions and Interpretation

4.1 Interpretation

In this By-Law, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) all references to dollars, \$, cost, value and price are to Australian currency;
- (c) a reference to the Owner includes a reference to their executors, administrators, successors or permitted assigns;
- (d) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (e) any reference to legislation includes any amending or replacing legislation;
- (f) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (g) a term defined in the Strata Schemes Management Act 1996 or Strata Schemes (Freehold Development) Act 1973 will have the same meaning; and

- (h) a reference to, or the incorporation of, a plan, drawing, sketch or diagram is taken to be a reference to, or the incorporation of, the original of that document at its original scale.

4.2 Conflict

- (a) To the extent that any term of this By-Law is inconsistent with the Strata Schemes Management Act 1996 or any other Act or law it is to be severed and this By-Law will be read and be enforceable as if so consistent.
- (b) To the extent that this By-Law is inconsistent with any other by-law of the Strata Scheme the provisions of this By-Law prevail to the extent of that inconsistency.

4.3 Scope of Works

Any provisions set out in the Scope of Works have effect as if they were provisions in this By-Law. To the extent that any provision in the Scope of Works is inconsistent with any other provision of this By-Law, the provision in the Scope of Works prevails to the extent of that inconsistency.

4.4 Definitions

In this By-Law, unless the context otherwise requires:

Approval means, in connection with the Work or the Property:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 2A or Division 3 of Part 6 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authority means, in connection with the Work or the Property:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

Building Code of Australia has the meaning given to it under the Environmental Planning and Assessment Act 1979;

Building Works means building works and related products and services that the Owner is required or permitted to put effect to under this By-Law, and includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those building works and related products and services being done and supplied.

Building Works Conditions means the provisions of clause 3;

Common Property means the common property in the Strata Scheme;

Conditions means the provisions of clause 2;

Exclusive Use Area means:

- (a) those parts of the Common Property which are occupied by the Works (once complete); and
- (b) any part of the Common Property that is, as a result of the Works (once complete) altering the effective physical boundaries of the premises the subject of the Lot:
 - (i) only accessible from within that premises; or
 - (ii) enclosed within the effective physical boundaries of that premises;

and includes a reference to any Common Property the ongoing maintenance of which is to be the responsibility of the Owner in accordance with the Resolution;

Lot means each lot in the Strata Scheme severally;

National Construction Code means the National Construction Code published by the Australian Building Codes Board from time to time;

Owner means the following owners (and, within the 2 years following the making of this by-law, only the following owners in respect of whose Lot written consent was provided—whether by that owner or a former owner—to the making of this By-Law):

- (a) the owner of a Lot, but only in relation to the Lot owned by that Owner;
- (b) where there is more than one owner of that Lot, means those owners jointly and severally, but only in relation to that Lot; and
- (c) where there is more than one Lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such Lot severally;

Owners Corporation means the Owners Corporation created on registration of the Strata Plan;

Property means the land and buildings the subject of the Strata Plan;

Resolution means the special resolution of the Owners Corporation to authorise the Owner to take such action the subject of section 65A(1) of the Strata Schemes Management Act 1996 as required to carry out works subject to and in accordance with this By-Law, the ongoing maintenance of which is to be the responsibility of the Owner;

Scope of Works means the Scope of Works annexed to this By-Law;

Strata Scheme means the strata scheme relating to the Strata Plan;

Strata Plan means strata plan number 80460; and

Works means Building Works as set out in the Scope of Works.

This annexure sets out the Scope of Works as defined in this By-Law.

Works

Installation of Shutters

Building Works to install shutters servicing the balcony of the Lot in accordance with the specification annexed to this By-Law, provided that the Works must be effected with the minimum of necessary penetrations through and fixings into Common Property.

Typical Shutter (Section)
Do Not Scale

Item Description	Dim "A"	Recommended Max. Blade Span
55 x 10 Aerofoil Blade	50mm	1200mm
75 x 10 Aerofoil Blade	65mm	1200mm
90 x 12 Aerofoil Blade	80mm	1200mm
90 x 16 Aerofoil Blade	80mm	1500mm
115 x 15 Aerofoil Blade	105mm	1500mm
150 x 15 Aerofoil Blade	140mm	1500mm
150 x 28 Aerofoil Blade	140mm	2800mm
200 x 34 Aerofoil Blade	190mm	3300mm
300 x 4.0 Aerofoil Blade	290mm	4000mm

* All Spans are dependent on wind loads.

Notes:

1. Dimension "A" (Blade Pitch) is the Recommended Pitch only. This dimension will vary slightly depending on the opening size.
2. Standard Head and Bottom Frame to be 100mm, if other size is required, please request.

Typical Shutter (Isometric View)
Do Not Scale

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Drawing Title: SINGLE TRACK SHUTTER DETAILS (OPERABLE BLADES)
Drawing Scale: STANDARD DRAWING
Drawing No: BPM STD-SH03

Checked	Drawn	Date
PH	EK	21/08/09

AS 1100:2003

Special By-Law 6 -Installation of flue Lot 54 (AM924827P)

PART 1

PREAMBLE

1. The Owner of lot 54 in Strata Plan 80460 wishes to carry out the installation of a flue to service a Landscape 1000 (or 1600) gas heater or similar gas heater.
2. The Owner requires the Owners Corporation to make a common property rights by-law in accordance with the provisions of Division 3 of Part 7 of the Act.
3. The purpose of this by-law is to confer on the owner of the Lot:
 - (a) a right of exclusive use and enjoyment of these parts of the common property occupied by the flue and attached to, or affected by, the installation thereof; and
 - (b) a special privilege to remove part of the ceiling and roof, being parts of the common property.
4. The by-law imposes obligations of proper maintenance and repair on the Owner with respect to the fixtures and fittings and those parts of the common property affected by the installation in accordance with section 144(1)(b) of the Act.
5. This by-law is made pursuant to section 143(1) of the Act.
6. The Owner has provided written consent to the by-law being made.

PART 2

PART 2.1

CONFERRAL OF RIGHT

- 2.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has:
 - (a) a right of exclusive use and enjoyment of these parts of the common property attached to, or affected by, the Works; and
 - (b) the special privilege to carry out and retain the Works subject to the terms and conditions contained in Part 4 of this by-law.

PART 2.2

THIS BY-LAW TO PREVAIL

- 2.2 If there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 3**DEFINITIONS & INTERPRETATIONS****3. DEFINITIONS**

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

- (a) **"Act"** the Strata Schemes Management Act 2015.
- (b) **"Authority"** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the council.
- (c) **"Building"** means the building situated at 88 Rider Boulevard, Rhodes.
- (d) **"Insurance"** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - (ii) insurance required under the *Home Building Act 1989*, (if any); and
 - (iii) workers' compensation insurance.
- (e) **"Lot"** means lot 54 in Strata Plan No 80460.
- (f) **"Owner"** means the owner(s) for the time being of the Lot.
- (g) **"Owners Corporation"** means the owners corporation constituted by the registration of strata plan 80460
- (h) **"Works"** means the Works to the Lot and common property to be carried out for and in connection with the Owner's installation of a flue, namely:
 - (i) removal of part of the ceiling and roof;
 - (ii) install a flue and Landscape 1000 (or 1600) gas heater (or similar gas heater).

which are to be conducted strictly in accordance with the provisions of this by-law.

3.2 Interpretations

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

- (a) the singular includes plural and vice versa;
- (b) any terms in the by-law will have the same meaning as those defined in Act;
- (c) reference to legislation include references to amending and replacing legislation; and
- (d) references to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees.

PART 4**CONDITIONS****4.1 Prior to commencement of the Works**

Prior to the commencement of the Works, the Owner shall:

- (e) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (f) effect and maintain Insurance and provide copy to the Owners Corporation; and
- (g) inform the secretary (or strata managing agent) of the Owners Corporation of the date of commencement of the works.

4.2 During installation of the Works

4.2.1 During the process of the installation of the Works, the Owner must:

- (h) use duly licensed employees, contractors or agents to conduct the installation;
- (i) ensure the installation is done with due care and skill and comply with the current Australian Building Codes and Standards and the requirements of any Authority including any fire safety regulations;
- (j) ensure the installation is carried out expeditiously and with a minimum of disruption to other lot owners, occupiers or adjoining property owners;
- (k) carry out the installation between the hours of 7:00am and 5:30pm Mondays – Fridays or between 7:00am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;
- (l) perform the installation within a period of three (3) months from its commencement or such other period of time as may be approved by the Owners Corporation.
- (m) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably direction by the Owners Corporation;
- (n) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- (o) ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and in this event the Owner must rectify that interference or damage within a reasonable period of time; and
- (p) not vary the approved installation without first obtaining the consent in writing from the Owners Corporation.

4.2.2 (a) Notwithstanding the definition of "Works" in clause 3.1(h), the Owner may vary the scope of the works during their installation.

(q) In the event that the Owner intends to vary the scope, then he must submit details in writing of the variation to the Owners Corporation. Such details may include plans, specifications and engineer's reports (if relevant).

(r) The Owners Corporation must not unreasonably withhold its consent to the variation.

4.3 **After installation of the Works**

4.3.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

(s) notify the Owners Corporation that the installation of the Works has been completed;

(t) notify the Owners Corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;

(u) provide (if required) the Owners Corporation with a copy of any certificate or certification required by an Authority to approve installation; and

(v) provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law.

4.4 **Compliant Works**

To be compliant under this by-law, Works so approved must:

(w) be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;

(x) comply with the Building Code Australia and Australian Standards; and

(y) have utilized materials which are good and suitable for purpose.

4.5 **Enduring rights and Obligations**

The Owner must:

(z) not carry out any alternatives or additions or do any works (other than the Works expressly approved under this by-law);

(aa) properly maintain and upkeep the Works in a state of good and serviceable repair;

(bb) properly maintain and upkeep those parts of the common property in contact with the Works;

(cc) comply with all directions, orders and requirements of any Authority relating to the use of the Works; and

(dd) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use.

4.6 **Failure to comply with this by-law**

If the Owner fails to comply with any obligation under this by-law the Owners Corporation may:

(ee) request, in writing, that the Owner comply with the terms of it;

(ff) enter upon the Lot and carry out all work necessary to perform that obligation;

(gg) recover the costs of such work from the Owner as a debt due; and

(hh) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order.

4.7 **Ownership of Works**

The Works will always remain the property of the Owner.

4.8 **Applicability**

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 4 shall also apply in relation to that removal.

Special By-Law 7 - Renovations Lot 44 (AM924827P)

A by-law with respect to lot 44 renovations.

1 Approval of work

1.1 Work

Subject to the conditions herein the Authorised Owner may carry out and keep the Permitted Work.

1.2 Exclusive use

Subject to the conditions herein the Authorised Owner has exclusive use of the Exclusive Use Area.

1.3 Building Works

In respect of Building Works that the Authorised Owner is required or permitted to carry out under this by-law:

(a) the Authorised Owner must comply, and those Building Works must comply, with the Building Works Conditions; and

(b) those Building Works must be undertaken in accordance with, and comply with, any applicable provisions of the Scope of Works.

1.4 Ongoing maintenance and use

The Authorised Owner, at their own cost:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (b) must renew and replace any fixtures or fittings comprised in the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (c) must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; and
- (d) must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property.

1.5 Costs

The Authorised Owner must pay the owners corporation's reasonable costs in connection herewith (including legal costs, disbursements, strata management costs, and registration costs, but excluding costs of consolidating by-laws other than this by-law for registration).

1.6 Access

The Authorised Owner must provide the owners corporation with access to the Authorised Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance herewith (or if the Authorised Owner is not also the occupier of the Authorised Lot, the Authorised Owner must do all things within their power to procure such access) as follows:

- (a) during a period where Building Works are being carried out, within 24 hours of a request by the owners corporation; or
- (b) in any other case, to the extent otherwise required by law.

1.7 Indemnity

The Authorised Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with Building Works (or their use) or the use of the Exclusive Use Area, except to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligent act or omission of the owners corporation or of its agents, employees or contractors.

1.8 Default

If the Authorised Owner fails to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the Authorised Owner.

1.9 Scope of Works

Any provisions set out in the Scope of Works have effect as if they were provisions hereof. To the extent that any provision in the Scope of Works is inconsistent with any other provision hereof, the provision in the Scope of Works prevails to the extent of that inconsistency.

2 Methods and procedures

2.1 Approvals

In relation to any right granted to a person hereunder, that person must:

- (a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;
- (b) provide a copy of any such Approvals to the owners corporation;

- (c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and
- (d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.2 Consent

On written demand of a person granted a right hereunder, the owners corporation must provide its consent as may be required by any Authority in connection with an exercise by that person of that right, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

2.3 Bond

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

- (a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:
 - (i) as reasonably determined from time to time by the owners corporation; or
 - (ii) in the absence of such a determination, the amount of \$500;
- (b) must be paid to the owners corporation in a manner reasonably directed by the owners corporation from time to time;
- (c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and
- (d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

2.4 Acting through others

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

- (a) will not by reason only of so doing be released from that obligation, or release that right; and
- (b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

2.5 Liability for occupiers and invitees

Except as otherwise provided herein:

- (a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those

obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.

- (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

2.6 Exercise of care, skill and compliance with law

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- (a) exercise due care and skill; and
- (b) do so in accordance with any applicable law.

2.7 Obligation to do work to remedy breach

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

- (a) comply with the obligation breached;
- (b) repair any damage caused to the property;
- (c) clean any rubbish, dirt, debris, or staining caused to the property;
- (d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and
- (e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 2.7 a reference to property includes the common property or personal property vested in the owners corporation.

2.8 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 2.7 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing
- (b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;
- (c) ensure that such work is done:
 - (i) in accordance with any applicable law and any other applicable requirement hereof; and
 - (ii) in a proper and workmanlike manner and exercising due care and skill.

Note. *If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.*

2.9 Power to carry out work and recover costs

Within the meaning of section 120 of the Management Act, if:

- (a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and
- (b) that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

2.10 Application of the Civil Liability Act 2002

- (a) Owners and occupiers of lots acknowledge and agree that:
 - (i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
 - (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

2.11 Recovery of amounts

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

- (a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and
- (b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:
 - (i) any interest payable; and
 - (ii) the expenses of the owners corporation incurred in recovering those amounts.

Note. *The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.*

2.12 Alteration of building affecting lot boundary

An owner of a lot must comply with any obligation they may have under section 19 of the Development Act in respect of the strata scheme from time to time.

3 Definitions and interpretation

3.1 Interpretation

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- (a) the terms "herein", "hereunder", "hereof" and "herewith" mean, respectively, in, under, of and with this by-law;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;

- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a “person” hereunder, “person” does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Management Act or Development Act will have the same meaning.

3.2 Functions of the owners corporation

- (a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- (b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

3.3 Severability

- (a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

3.4 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Approval means:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a “Part 4A certificate” within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 2A or Division 3 of Part 6 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authorised Lot means lot 44 in the strata scheme bearing folio identifier 44/SP80460;

Authorised Owner means the owner of the Authorised Lot (or, if there is more than one such owner, those owners jointly and severally);

Authority means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;

- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

Building Works Conditions means the provisions of Annexure A;

Building Works has the meaning given to it in the Building Works Conditions;

common property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

Exclusive Use Area means:

- (a) those parts of the common property which are occupied by the Permitted Works (once complete); and
- (b) any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot:
 - (i) only accessible from within that premises; or
 - (ii) enclosed within the effective physical boundaries of that premises;

and includes a reference to any common property the ongoing maintenance of which is to be the responsibility of the Authorised Owner in accordance with the Resolution;

Management Act means the Strata Schemes Management Act 2015;

occupier means:

- (a) the occupier of a lot, but only in relation to the lot occupied by that occupier;
- (b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

owner means:

- (a) the owner of a lot, but only in relation to the lot owned by that owner;
- (b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

owners corporation means the owners corporation created on registration of the strata plan;

Permitted Work means Building Works as set out in the Scope of Works.

Resolution means the special resolution of the owners corporation to authorise the Authorised Owner to take such action the subject of section 108(1) of the Management Act as required to carry out works subject to and in accordance herewith, the ongoing maintenance of which is to be the responsibility of the Authorised Owner;

Scope of Works means the Scope of Works in Annexure B;

strata plan means strata plan number 80460; and

strata scheme means the strata scheme relating to the strata plan.