

SP89262

APPROVED FORM 27

BY-LAWS

SKY AT ONE CENTRAL PARK

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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 22**.

Affected Lot has the meaning given to it in **by-law 42**.

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

Alternative Representative has the meaning given to it in the Strata Management Statement.

Architectural and Signage Code has the meaning given to it in the Strata Management Statement.

Australian Standard means a standard that is published by, or on behalf of, Standards Australia.

Authorised Fire Officer means a person authorised under the *Environmental Planning and Assessment Act 1979 (NSW)* to carry out an inspection of a building for purposes relating to fire safety.

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Authority means any governmental or semi-governmental administrative, fiscal or judicial department or entity, a statutory agency or authority or the local council.

Balcony includes any area described in the Strata Plan, or other applicable document, as a balcony, terrace, loggia or courtyard.

Building has the meaning given to it in the Strata Management Statement.

Car Space has the meaning given to it in **by-law 40**.

Central Park means the development to be carried out on land, including land comprised in the following folio identifiers:

- 301/1181334 to 315/1181334 inclusive;
- 1/1142053, 2/1142053 and 4/1142053 to 8/1142053 inclusive;
- 1/607298;
- 1/191024;
- 1/76719;
- 1/709452;
- Auto-Consol 6203-118;
- 101/1169048;
- 1/185787;
- 2/33953;
- 6/33953; and
- A/430090.

Central Thermal Plant Operator has the meaning given to it in the Strata Management Statement.

Codes has the meaning given to it in the Strata Management Statement.

Committee means the building management committee established and maintained under the Strata Management Statement and required by the *Strata Schemes (Freehold Development) Act 1973 (NSW)*.

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Committee Rules means any rules made by the Committee under the Strata Management Statement.

Common Property means the common property in the Strata Scheme.

Concierge Services has the meaning given to it in the Strata Management Statement.

Designated Matters means the matters set out in **attachment 1** to this instrument.

Emergency Committee has the meaning given to it in **by-law 31**.

External Flooring means any timber decking, tiling, grass, pebbles or other surface flooring in a Lot, including on a Balcony, that is installed over a membrane covered concrete floor.

External Screening Device means any louvre shutter or external venetian blind, whether operated manually or otherwise.

Facilities has the meaning given to it in the Strata Management Statement.

Facilities Manager has the meaning given to it in the Strata Management Statement.

Flooring Works means the removal, replacement, installation or any other interference with the floor coverings or other floor treatment in a Lot, other than the installation of carpet and underlay.

Garbage Room means:

- (a) any garbage room in the Strata Building, or
- (b) any garbage room in another part of the Building allocated for use by the Strata Scheme.

Gymnasium Operator has the meaning given to it in the Strata Management Statement.

Interest Rate means the interest rate payable under the Strata Management Act in relation to unpaid contributions.

Lot means a lot in the Strata Plan.

Management Plans has the meaning given to it in the Strata Management Statement.

Mechanical Ventilation System means mechanical ventilation plant and associated pipes, wires, cables and ducts installed at any time.

Notice Board has the meaning given to it in **by-law 45**.

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Occupier means:

- (a) a lessee;
- (b) a licensee; or
- (c) other person, not being an Owner, lessee or licensee that is in lawful occupation,

of a Lot.

Owner means:

- (a) a person registered or entitled to be registered as proprietor;
- (b) a mortgagee in possession; or
- (c) a covenant chargee in possession,

of a Lot.

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

Proponent means Frasers Central Park Land No 1 Pty Ltd (ACN 151 467 355), its successors and assigns and any persons authorised by it.

Recycled Water Plant Operator has the meaning given to it in the Strata Management Statement.

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

- (a) the treatment of Common Property by repairing, painting, staining, polishing, or otherwise, as applicable;
- (b) the replacement of any floor covering in Common Property, including carpet and floor tiles which are considered in need of replacement; and
- (c) the replacement of loose furnishings and chattels which are considered in need of replacement.

Representative has the meaning given to it in the Strata Management Statement.

Schedule of Facilities has the meaning given to it in the Strata Management Statement.

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

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Storage Space has the meaning given to it in **by-law 41**.

Strata Building means the part of the Building constructed within the Strata Parcel.

Strata Building Management Agreement has the meaning given to it in **by-law 29**.

Strata Building Manager has the meaning given to it in **by-law 29**.

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

Strata Management Statement means the strata management statement having effect in relation to the Strata Parcel.

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 Rules has the meaning given to it in **by-law 28**.

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

Temporary Thermal Plant Operator has the meaning given to it in the Strata Management Statement.

Wardens has the meaning given to it in **by-law 31**.

1.3 Interpretation

In this instrument, unless the context clearly indicates otherwise:

- (a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown and any other organisation or type of legal entity;
- (b) including is not a word of limitation;
- (c) the words at any time mean at any time and from time to time;
- (d) the word vary means add to, delete from or cancel;
- (e) maintain and maintain in good condition includes keep clean and tidy, repair as necessary and replace as necessary.

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- (f) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;
 - (g) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;
 - (h) a reference to a natural person includes their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
 - (i) a reference to a company includes its successors and permitted assigns;
 - (j) a reference to a document is a reference to a document of any kind including a plan;
 - (k) where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is taken to be substituted a body or authority having substantially the same objects as the body or authority referred to;
 - (l) a reference to any legislation or legislative provision includes any statutory modification or substitution for that legislative provision and any subordinate legislation issued under that legislation or legislative provision;
 - (m) a reference to a time is to that time in Sydney;
 - (n) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
 - (o) a requirement to do any thing in this instrument includes a requirement to cause that thing to be done;
 - (p) a word that is derived from a defined word has a corresponding meaning;
 - (q) the singular includes the plural and vice-versa; and
 - (r) words importing one gender include all other genders.
- ## 1.4 Headings and Index
- By-law headings and the Index are inserted for convenience and do not affect the interpretation of this instrument.

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1.5 Notices

Any notice, demand, consent, request or other communication under this instrument must be in writing.

1.6 Consents by the Owners Corporation

- (a) Consent by the Owners Corporation to a request by an Owner or Occupier may be given on conditions, and those conditions must be complied with by the Owner or Occupier receiving the consent.
- (b) The Owners Corporation may in the exercise of its absolute discretion revoke a consent it has given if such revocation is practicable.

1.7 Applications and complaints

An Owner or Occupier must make any application or complaint to the Owners Corporation in writing and address it to the Strata Manager, or if there is no Strata Manager, the secretary of the Owners Corporation.

2 THE COMMITTEE AND THE STRATA MANAGEMENT STATEMENT

- (a) The Committee manages the Building according to the Strata Management Statement, the Codes and any applicable Committee Rules.
- (b) The Committee, the Owners Corporations in the Building and the owners and occupiers of lots in the Building are required to comply with the Strata Management Statement, the Codes and any applicable Committee Rules.
- (c) Nothing in these by-laws affects the obligation of the Owners Corporation, an Owner or an Occupier to comply with the Strata Management Statement, the Codes and any applicable Committee Rules.
- (d) An Owner or Occupier must not do anything that would cause the Owners Corporation not to comply with the Strata Management Statement, the Codes or any applicable Committee Rules.
- (e) If a by-law or part of a by-law in this instrument is inconsistent with the Strata Management Statement, any Code or any Committee Rule, the Strata Management Statement, Code or Committee Rule, as the case may be, prevail to the extent of any such inconsistency.
- (f) The Owners Corporation has the power to appoint a Representative and an Alternative Representative. The Owners Corporation must ensure that there is

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at least a Representative at all times. The power of the Owners Corporation under this subclause (f) may be exercised by the executive committee.

3 NOISE

An Owner or Occupier must not create any noise which unreasonably interferes with or is likely to unreasonably 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.

4 STANDING AND PARKING VEHICLES

- (a) An Owner or Occupier must not stand or park any vehicle on Common Property except with the prior consent of the Owners Corporation, other than parking or standing a motorcycle in a designated motorcycle parking space.
- (b) The Owners Corporation may collect information relating to and keep a register of the registration plate details of vehicles parked in the Strata Building from time to time.
- (c) If requested to do so by, or on behalf of, the Owners Corporation, an Owner or Occupier must immediately provide to the Owners Corporation or a person authorised by the Owners Corporation, including the Strata Manager, Strata Building Manager or Facilities Manager, the registration plate details of each vehicle that person parks in the Strata Building.

5 OBSTRUCTION OF COMMON PROPERTY

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

6 DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

An Owner or Occupier must not, except with the prior consent of the Owners Corporation, damage or otherwise interfere with, any lawn, garden, tree, shrub, plant or flower on Common Property.

7 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 consent of the Owners Corporation.

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- (b) A consent given by the Owners Corporation under by-law 7(a) cannot authorise any additions to Common Property.
- (c) This by-law 7 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 security alarm approved under by-law 36;
 - (iii) any screen or other device to prevent entry of animals or insects into the Owner's Lot, provided that any screen installed is consistent and compatible with the framing device of the relevant window;
 - (iv) any structure or device to prevent harm to children; or
 - (v) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot.
- (d) Any locking or other safety device, screen, structure or device referred to in by-law 7(c) must:
 - (i) be installed in a proper and workmanlike manner;
 - (ii) in the case of a deadlock, be installed by an authorised locksmith and comply with minimum requirements from time to time of any relevant Authority and be approved by the fire systems certifier appointed by the Owners Corporation;
 - (iii) comply with:
 - (A) any guidelines and aesthetic standards prescribed by the Owners Corporation from time to time in connection with its appearance and installation; and
 - (B) the Architectural and Signage Code, if applicable; and
 - (iv) have an appearance after it has been installed in keeping with the appearance of the rest of the Strata 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 7(c) that forms part of Common Property and that services that Lot; and

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- (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 7(c) that forms part of Common Property and that services that Lot.
 - (f) The operation of this by-law 7 is subject to the provisions of any other applicable by-law.
- 8 BEHAVIOUR OF OWNERS AND OCCUPIERS**
- (a) 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 any other person lawfully on the Strata Parcel.
 - (b) An Owner or Occupier must not do anything, or use their Lot for any purpose, that may cause a nuisance or hazard or for any purpose that may endanger the good reputation of the Strata Scheme, including any illegal or immoral purpose.
- 9 CHILDREN PLAYING ON COMMON PROPERTY**
- An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play on Common Property within the Strata Building or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property that is an area of possible danger or hazard to children.
- 10 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 with their express or implied consent:
 - (i) complies with the Strata Management Statement, the Codes, any applicable Committee Rules, these by-laws and any applicable Strata Rules;
 - (ii) leaves the Strata Parcel if they do not comply as required by by-law 10(a)(i), and
 - (iii) does not do anything an Owner or Occupier are not themselves entitled to do under the Strata Management Statement, the Codes, any applicable Committee Rules, these by-laws or any applicable Strata Rules, including behave in a manner likely to unreasonably

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interfere with the peaceful enjoyment of another Owner or Occupier or any other person lawfully in 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 the Strata Management Statement, the Codes, any Committee Rules, these by-laws and any Strata Rules;
 - (ii) take reasonable steps to ensure the tenant or licensee and their visitors comply as required by by-law 10(a)(i) 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 as required by by-law 10(a)(i) or leave the Strata Parcel.
- (c) An Owner or Occupier must accompany its invitees whilst in the Strata Building at all times other than when those invitees are entering or leaving the Strata Building.

11

SMOKING

- (a) Smoking is not permitted on any part of the Common Property, including in the lobby, lift, stairwell and corridor areas.
- (b) Smoke must not be permitted to enter Common Property areas or the Lot of any other person.
- (c) Cigarette butts must not be dropped or thrown onto Common Property or the Lot of any other person.

12

WASTE DISPOSAL

- An Owner or Occupier must:
 - (a) comply with all requirements of the Owners Corporation, the Committee or any Authority in respect of the disposal and recycling of waste;
 - (b) drain and securely wrap all waste and place it in a garbage chute or in the appropriate area in a Garbage Room;
 - (c) not put in a garbage chute:

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- (i) bottles or glass;
 - (ii) liquids;
 - (iii) items that weigh more than 2.5 kilograms; or
 - (iv) boxes or other items that might block the garbage chute;
- (d) safely and securely wrap all broken glass before placing it in the appropriate area in a Garbage Room;
 - (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 Building Manager or, if there is no Strata Building Manager, the Facilities Manager to arrange for the removal of large articles of waste, large quantities of recyclable material or liquids that are poisonous or environmentally dangerous; and
 - (g) not leave waste on Common Property other than in the appropriate area in a Garbage Room, or as otherwise directed by the Owners Corporation.

13

HANGING OF WASHING AND OTHER ITEMS

An Owner or Occupier must not, except with the prior consent 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 Lot.

14

CLEANING WINDOWS, DOORS AND EXTERNAL SCREENING DEVICES

- (a) Except in the circumstances referred to in by-law 14(b), an Owner or Occupier of a Lot is responsible for cleaning all interior and exterior surfaces of:
 - (i) glass in windows and doors on the boundary of the Lot; and
 - (ii) any External Screening Device on the boundary of the Lot and which exclusively services the Lot,including any that is Common Property, to ensure that the good appearance of the Building is maintained.
- (b) Subject to any applicable responsibilities of the Committee under the Strata Management Statement, the Owners Corporation is responsible for cleaning regularly all exterior surfaces of:

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- (i) glass in windows and doors; and
- (ii) any External Screening Device,

that cannot be accessed by the Owner or Occupier of the Lot safely or at all.

15 STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

- (a) An Owner or Occupier must not, except with the prior consent of the Owners Corporation, use or store on the Strata Parcel any inflammable chemical, liquid, gas or other material.
- (b) This **by-law 15** does not apply to:
 - (i) any chemical, liquid, gas or other material used or intended to be used for domestic purposes or otherwise in connection with the lawful use of their 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, barbecue gas cylinders up to a maximum size of 4.5kg; or
 - (ii) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

16 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 so as to enable the executive committee to arrange for its nominee to be present at the time when the Owner or Occupier does so.
- (b) If a Strata Building Management Agreement is entered into and if the tasks of the executive committee under **by-law 16(a)** are to be carried out by the Strata Building Manager under the Strata Building Management Agreement the Owner or Occupier must give the notice referred to in **by-law 16(a)** to the Strata Building Manager and not to the executive committee.
- (c) The Owners Corporation may resolve that items of furniture and large objects are to be moved through Common Property in a specified manner.
- (d) If the Owners Corporation or the Committee has specified the manner in which items of furniture or large objects are to be moved through Common Property,

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an Owner or Occupier must not move any item of furniture or large object through Common Property except in accordance with any such specifications.

17 FLOOR COVERINGS

- (a) All floor space within a Lot must be covered or otherwise treated to an extent sufficient to prevent the transmission of any noise from the floor space which is likely to unreasonably disturb the peaceful enjoyment of another Owner or Occupier.
- (b) **By-law 17(a)** does not apply to floor space comprising a tiled entrance foyer, kitchen, laundry, lavatory or bathroom.
- (c) **By-law 22** must be complied with if it is intended that Flooring Works be carried out.

18 KEEPING OF ANIMALS

- (a) Subject to section 49(4) of the Strata Management Act, an Owner or Occupier must not, except with the prior consent of the Owners Corporation, keep any animal on their Lot or on Common Property except:
 - (i) up to:
 - (A) two dogs;
 - (B) two cats; or
 - (C) one dog and one cat,
- (b) with a combined weight of no more than 20 kilograms:
 - (i) a small caged bird; and
 - (ii) fish in an aquarium.
- (b) The Owners Corporation must not unreasonably withhold its consent to the keeping of an animal on a Lot.
- (c) If an Owner or Occupier is permitted to keep an animal on their Lot or on Common Property under this **by-law 18**, then the Owner or Occupier:
 - (i) must notify the Owners Corporation that the animal is being kept on their Lot or on Common Property;

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- (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 their 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 their 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, including ensuring that any of the animal's excrement is not permitted to enter any floor waste drain in the Strata Parcel;
- (vii) must maintain the health and hygiene of the animal so as to prevent the spread of communicable diseases and pests to other animals and people in the Building; and
- (viii) must, if in the opinion of the executive committee, acting reasonably, the Owner or Occupier is not complying with this **by-law 18** and the executive committee so requests, remove the animal from the Strata Parcel.
- (d) This **by-law 18** does not prevent the keeping of a dog used as a guide or hearing dog.

19 APPEARANCE OF LOT

- (a) An Owner or Occupier must not, except with the prior consent of the Owners Corporation and the Committee, if the Committee's consent is required under the Strata Management Statement, any Code or Committee Rule, maintain

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- within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building.
- (b) Any window covering or glass door covering must comply with the Architectural and Signage Code, if applicable.
 - (c) An Owner or Occupier must not, except with the prior consent of the Owners Corporation and the Committee, if the Committee's consent is required under the Strata Management Statement, any Code or Committee Rule, install on the Strata Parcel 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 Strata Parcel 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.

20 CHANGE IN USE OF LOT TO BE NOTIFIED

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.

21 INSURANCE PREMIUMS

- (a) An Owner or Occupier must not, except with the prior consent of the Owners Corporation, do or permit to be done anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
- (b) If pursuant to **by-law 21(a)** an Owner or Occupier does something which increases or may increase the premium for any insurance policy effected by the Owners Corporation, then the Owner must:
 - (i) pay to the Owners Corporation any such increase in premium within 7 days of notification by the Owners Corporation that payment is required; and
 - (ii) comply with any other reasonable condition imposed by the Owners Corporation in connection with providing its consent under **by-law 21(a)**.

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22 CARRYING OUT BUILDING WORK ON A LOT

- (a) The Owners Corporation approves an Owner carrying out building work on its Lot and on so much of Common Property the use of which is reasonably necessary for the carrying out of the building work (such as the installation of a toilet, a basin, a bathroom, a kitchen and other items forming part of the general fit-out of a Lot, including adding or connecting to existing services on Common Property) (**Affected Common Property**), on the following conditions:
- (i) the Owner must satisfy the Owners Corporation that the building work complies with any applicable Code;
 - (ii) the Owner must 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 the carrying out of the building work contemplated by this **by-law 22** and the use of the result of the building work;
 - (iii) neither the carrying out of the building work nor the use of the result of the building work:
 - (A) damages, interferes with or interrupts any service lines, pipes or conduits whether Common Property or otherwise;
 - (B) damages or interferes with any Common Property that is a part of a wall or any other boundary between Lots;
 - (C) damages or interferes with any waterproofing or other membrane whether Common Property or otherwise;
 - (D) detrimentally affects the acoustic insulation or the fire protection integrity of the building elements (walls, floors, ceilings and the like) surrounding the Lot; or
 - (E) voids any warranties that the Owners Corporation or another Owner or Occupier is entitled to;
 - (iv) if any exhaust system is to be installed, including a kitchen or toilet fan and exhaust, its size and type must be certified as appropriate by an appropriately qualified mechanical consultant;
 - (v) if any additional service, or a connection to an existing service on Common Property, is installed as part of the building work, then such service must, if possible, be separately metered. If separate metering is not possible, the Owner must when so requested promptly pay to

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- the Owners Corporation an amount representing the Owners Corporation's reasonable estimate of the cost of using such service;
- (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 Affected Common Property, except for anything added to Common Property; and
 - (vii) the Owner must obtain the consent of all Authorities whose consent is required by law.
- (b) An Owner desiring to exercise rights under this **by-law 22** must:
- (i) before doing any building work:
 - (A) give notice to the Owners Corporation;
 - (B) ascertain from the Strata Building Manager or, if there is no Strata Building Manager, the Facilities Manager, where service lines, pipes and conduits are located;
 - (C) arrange with the Strata Building Manager or, if there is no Strata Building Manager, 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 bond or payment in a reasonable amount to the Owners Corporation as security for the rectification costs for any damage caused as a result of the building work;
 - (E) 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;
 - (F) if it is intended that Flooring Works be carried out and if the Owners Corporation so requests, provide a report from an acoustic engineer that the proposed flooring finish will comply with any relevant requirements relating to sound transmission and insulation in the Building Code of Australia and any applicable Code;
 - (G) if the Owners Corporation so requests, provide evidence of such insurances as the Owners Corporation reasonably

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requires in connection with the building work to be carried out; and

- (H) provide copies of all relevant Authority consents required by law to the Owners Corporation;
- (I) comply with the reasonable requirements of the Strata Building Manager or, if there is no Strata Building Manager, the 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 the building works are carried out in a proper and workmanlike manner by appropriately qualified, reputable and, where appropriate, licensed contractors who have been approved by the Owners Corporation;
- (IV) ensure that contractors and any persons involved in doing the building work comply with the reasonable requirements of the Strata Building Manager or, if there is no Strata Building Manager, the Facilities Manager, about the times and means by which access to the Building is obtained and the building work is carried out;
- (V) not damage Common Property, including service lines, pipes or conduits or interfere with, or interrupt them or any of them;
- (VI) do the building work properly and to the reasonable satisfaction of any relevant Authority and, in respect of any Affected Common Property, to the reasonable satisfaction of the Owners Corporation;
- (VII) comply with the consent of any relevant Authority;
- (VIII) repair any damage caused to Common Property or the property of another Owner or Occupier;
- (IX) cause as little disturbance as is reasonably practicable to the Owners and Occupiers of other Lots;
- (X) at the completion of the building work, if the Owners Corporation so requests, provide, within 14 days of such a request, a certificate from an appropriately qualified consultant, or consultants, that neither the carrying out of the building work nor the use of the result of the building work has:
 - (A) damaged or interfered with, or will damage or interfere with, any service lines, pipes or conduits whether Common Property or otherwise;

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- (B) damaged or interfered with, or will damage or interfere with, any Common Property that is part of a wall or any other boundary between Lots;
 - (C) damaged or interfered with, or will damage or interfere with, any waterproofing or other membrane whether Common Property or otherwise; and
 - (D) detrimentally affected, or will detrimentally affect, the acoustic insulation or the fire protection integrity of the building elements (walls, floors, ceilings and the like) surrounding the Lot; and
 - (xi) at the completion of the building works, if those works involved Flooring Works and the Owners Corporation so requests, provide, within 14 days of such a request, a report from an acoustic engineer that the relevant flooring finish complies with any relevant requirements relating to sound transmission and insulation in the Building Code of Australia and any applicable Code.
 - (c) The Owners Corporation may, for the purposes of this by-law 22 at any time prescribe the days and hours of the day during which access to the Strata Building may be obtained for the carrying out of building work.
 - (d) The Owners Corporation may apply the bond or payment received under by-law 22(b)(i)(D) towards the rectification costs for any damage caused as a result of the building work by the Owner if the Owner has failed to carry out such rectification within a reasonable time.
 - (e) The Proponent is not required to comply with this by-law 22 in relation to any building works it carries out on a Lot it owns.
- 23 CHANGING NON STRUCTURAL WALLS**
- (a) An Owner may:
 - (i) alter or remove non structural walls in its Lot; and
 - (ii) make openings in a Common Property wall between 2 Lots owned by that Owner on the following conditions:
 - (A) the Owner must satisfy the Owners Corporation that the building work complies with the Architectural and Signage Code, if applicable;

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- (B) the Owner must 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 the carrying out of the building work contemplated by this **by-law 23** and the use of the result of the building work;
- (C) neither the carrying out of the building work nor the use of the result of the building work:
 - (i) damages, interferes with or interrupts any service lines, pipes or conduits whether Common Property or otherwise;
 - (ii) damages or interferes with any waterproofing or other membrane, whether Common Property or otherwise; or
 - (iii) voids any warranties that the Owners Corporation or another Owner or Occupier are entitled to;
- (D) 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, and
- (E) the Owner must obtain the consent of all Authorities whose consent is required by law.
 - (b) An Owner desiring to exercise rights under this **by-law 23** must:
 - (i) before doing any building work:
 - (A) give notice to the Owners Corporation;
 - (B) arrange with the Strata Building Manager or, if there is no Strata Building Manager, the Facilities Manager, suitable times and means by which access to the Strata Building may be obtained;
 - (C) ascertain from the Strata Building Manager or, if there is no Strata Building Manager, the Facilities Manager, where service lines, pipes and conduits are located;

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- (D) if the Owners Corporation so requests, provide a bond or payment in a reasonable amount to the Owners Corporation as security for the rectification costs for any damage caused as a result of the building work;
- (E) 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;
- (F) if the Owners Corporation so requests, provide evidence of such insurances as the Owners Corporation requires in connection with the building work to be carried out; and
- (G) provide copies of all relevant Authority consents required by law to the Owners Corporation;
 - (i) comply with the reasonable requirements of the Strata Building Manager or, if there is no Strata Building Manager, the Facilities Manager about the time and means by which access to the Strata Building is obtained and the building work is to be carried out;
 - (ii) ensure that the building works are carried out in a proper and workmanlike manner by appropriately qualified, reputable and, where appropriate licensed contractors who have been approved by the Owners Corporation;
 - (iv) ensure that contractors and any persons involved in doing the building work comply with the reasonable requirements of the Strata Building Manager or, if there is no Strata Building Manager, the Facilities Manager about the times and means by which access to the Strata Building is obtained and the building work is carried out;
 - (v) not damage Common Property, including service lines, pipes or conduits or interfere with or interrupt them or any of them;
 - (vi) do the building work properly and to the reasonable satisfaction of the Owners Corporation and any relevant Authority;
 - (vii) comply with the consent of any relevant Authority;
 - (viii) repair any damage caused to Common Property or the property of another Owner or Occupier;
 - (ix) cause as little disturbance as is reasonably practicable to the Owners and Occupiers of other Lots; and

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(x) at the completion of the building work, if the Owners Corporation so requests, provide a certificate from an appropriately qualified consultant, or consultants, that neither the carrying out of the building work nor the use of the result of the building work has:

- (A) damaged or interfered with, or will damage or interfere with, any service lines, pipes conduits whether Common Property or otherwise; and
- (B) damaged or interfered with, or will damage or interfere with, any waterproofing membrane or other membrane installed in Common Property or otherwise.

(c) The Owners Corporation may, for the purposes of this by-law 23 from time to time prescribe the days and hours of the day during which access to the Strata Building may be obtained for the carrying out of building work.

(d) The Owners Corporation is not responsible for, and is not required to reinstate, any wall that has been altered or removed by an Owner.

(e) The Owners Corporation may apply the bond or payment received under by-law 23(b)(i)(D) towards the rectification costs for any damage caused as a result of the building work by the Owner if the Owner has failed to carry out such rectification within a reasonable time.

24 CARRYING OUT MINOR WORK ON COMMON PROPERTY

- (a) An Owner or an Occupier (with the Owner's prior consent), may do minor building work or make minor alterations to the interior of Common Property enclosing the Lot (for example, 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 consent of the Owners Corporation and the Committee, if the Committee's consent is required under the Strata Management Statement or any Code or Committee Rule and in compliance with the Strata Management Act.
- (c) An Owner or Occupier must not, except with the prior consent of the Owners Corporation and the Committee, if the Committee's consent is required under the Strata Management Statement or any Code or Committee Rule, affix any lattice or grille to any part of the Owner's Lot that is visible from outside that Lot.

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25 REFURBISHMENT OF COMMON PROPERTY

The Owners Corporation has the power to Refurbish Common Property.

26 AIR CONDITIONING SYSTEM

- (a) The Owner 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:
 - (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 or injury to any person arising out of the exercise of the rights conferred by this by-law 26 and the use of the Air Conditioning System;
 - (ii) the Owner must comply with all requirements of any Authority in connection with the Air Conditioning System;
 - (iii) the Owner is responsible for the running costs of the Air Conditioning System;
 - (iv) the Owner is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Air Conditioning System;
 - (v) the Owner is responsible for the renewal or replacement of the Air Conditioning 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 Air Conditioning System.
- (b) The only Air Conditioning System permitted to be used in a Lot is the ducted Air Conditioning System servicing the Lot on the date of registration of the Strata Plan. No other Air Conditioning System is permitted to be installed in a Lot.

27 MECHANICAL VENTILATION SYSTEM

The Owner of a Lot where a Mechanical Ventilation System exclusively servicing the Lot is partly in the Lot and partly in Common Property or is wholly in Common Property,

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has the right of exclusive use and enjoyment of and a special privilege in respect of that Mechanical Ventilation System 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 27** and the use of the Mechanical Ventilation System;
- (b) the Owner must comply with all requirements of any Authority in connection with the Mechanical Ventilation System;
- (c) the Owner is responsible for the running costs of the Mechanical Ventilation System;
- (d) the Owner is responsible for the maintenance of, and keeping in a state of good and serviceable repair, the Mechanical Ventilation System;
- (e) the Owner is responsible for the renewal or replacement of the Mechanical Ventilation 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 Mechanical Ventilation System.

28 STRATA RULES

- (a) The Owners Corporation has the power 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 (**Strata Rules**).
- (b) The Owners Corporation may vary Strata Rules at any time.
- (c) If a Strata Rule is inconsistent with the Strata Management Act, the Strata Management Statement, a Code or a Committee Rule, any by-law or a requirement of an Authority, the Strata Management Act, the Strata Management Statement, the Code, the Committee Rule, the by-law or the requirement of an Authority, as the case may be, prevail to the extent of the inconsistency.
- (d) Strata 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.

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29 AGREEMENT WITH STRATA BUILDING MANAGER

- (a) The Owners Corporation has the power to appoint and enter into an agreement (**Strata Building Management Agreement**) with an appropriately qualified person (**Strata Building Manager**) to provide facilities management, asset maintenance, contract management, operational services and do anything else that the Owners Corporation agrees is necessary for the management and operation of the Strata Parcel or the Strata Scheme, at a fee.
- (b) The Owners Corporation has the power to grant the Strata Building Manager exclusive use of part of Common Property.

30 ADVERTISING AND SELLING AND LEASING ACTIVITIES

- (a) An Owner or Occupier must not, except with the prior consent of the Owners Corporation, erect, display, affix or exhibit in the Strata Parcel any Advertising visible from any Lot or Common Property or from outside the Strata Parcel.
- (b) The Proponent can, until the Proponent completes the sale of all land forming part of Central Park and without obtaining the consent of the Owners Corporation:
 - (i) erect, display, affix or exhibit Advertising in connection with Selling and Leasing Activities on Common Property, or on any Lot of which the Proponent is the Owner or Occupier;
 - (ii) use any Lot of which the Proponent is the Owner or Occupier as a display unit in connection with Selling and Leasing Activities;
 - (iii) conduct Selling and Leasing Activities on Common Property, or on any Lot of which the Proponent is the Owner or Occupier; and
 - (iv) hold events and functions in connection with Selling and Leasing Activities on Common Property, or on any Lot of which the Proponent is the Owner or Occupier.
- (c) In conducting the activities referred to in **by-law 30(b)**, the Proponent 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 those activities to be repaired on a timely basis and in a proper and workmanlike manner.

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31 EMERGENCY MANAGEMENT COMMITTEE

- (a) The executive committee of the Owners Corporation has the power to establish an emergency management committee for the Strata Building (Emergency Committee).
- (b) If established, the Emergency Committee must:
- (i) nominate so many of the Owners or Occupiers that they determine, acting reasonably, are adequate to be trained as fire wardens for the Strata Building (Wardens); and
 - (ii) ensure that the Wardens are trained in accordance with the requirements of the relevant Authority in:
 - (A) assisting with the orderly and effective evacuation of the Strata Building during an emergency; and
 - (B) the correct and effective use of the portable fire extinguishers located around the Strata Building under real fire conditions.

32 WORK, HEALTH AND SAFETY

- (a) An Owner or Occupier of a Lot must not create any hazard that may breach work, health and safety standards provided for in any relevant Australian Standards or under the provisions of the *Work Health and Safety Act 2011 (NSW)*.
- (b) If an Owner or Occupier of a Lot has any concerns in relation to this by-law 32 they should discuss such issues with the Strata Manager or Strata Building Manager, if one has been appointed.

33 PROVISION OF AMENITIES OR SERVICES

- (a) The Owners Corporation may resolve to enter into arrangements for the provision of amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots.
- (b) If the Owners Corporation resolves under by-law 33(a) to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount payable for the amenity or service or the basis on which that amount is calculated and the conditions on which it will provide the amenity or service.

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34 COMPLIANCE WITH PLANNING AND OTHER REQUIREMENTS

The Owner or Occupier of a Lot must ensure that:

- (a) the Lot is not used for any purpose that is prohibited by law;
- (b) the Lot is not occupied by more than two adults for each bedroom in the Lot; and
- (c) any residential tenancy agreement entered into in relation to the Lot is for a term of at least three months.

35 SECURITY

- (a) The Owners Corporation must take reasonable steps to:
- (i) stop intruders coming into the Strata Building; and
 - (ii) prevent fires and other hazards.
- (b) The Owners Corporation may install and operate on Common Property security cameras and other surveillance equipment for the security of the Strata Building, and make arrangements with third parties about the installation and maintenance of such equipment.
- (c) An Owner or Occupier must not:
- (i) interfere with the security equipment installed by the Owners Corporation; or
 - (ii) do anything that might prejudice the security or safety of the Strata Building or its occupants.
- (d) An Owner or Occupier must take reasonable care to ensure that fire and security doors are locked or closed when they are not being used.

36 SECURITY ALARMS

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

- (a) the alarm has "back to base" facilities;
- (b) the alarm is silent; and
- (c) the alarm does not have flashing lights.

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37 RESTRICTING ACCESS

The Owners Corporation may for security reasons or effective control and management of the Strata Building:

- (a) close off or restrict access to parts of Common Property which are not required for access to any Lot except those parts of Common Property, if any, that are subject to an easement for public access or exclusive use rights; and
- (b) restrict by security device access to levels in the Strata Building where an Owner and Occupier does not own or occupy a Lot or have exclusive use rights over Common Property.

38 DESIGNATED MATTERS

The Owners Corporation must:

- (a) if the Proponent serves notice requiring the Owners Corporation to do so, vote in favour of any motion in connection with a resolution of the Committee to implement or give effect to or which otherwise beneficially affects any of the Designated Matters or which is of assistance to the Proponent in the carrying out of the Designated Matters; and
- (b) if the Proponent serves notice requiring the Owners Corporation to do so, vote against any motion in connection with a resolution of the Committee which, if passed, would delay, hinder or prevent the implementation of or giving effect to or which would otherwise detrimentally affect the Designated Matters or which is not of assistance to the Proponent in the carrying out of the Designated Matters.

39 OUTDOOR FURNITURE AND OTHER ITEMS

- (a) An Owner or Occupier must not place or maintain outdoor furniture, planter boxes, pot plants, recreational equipment or barbecues on the Balcony of a Lot unless:

- (i) it is of a type approved by the Owners Corporation;
- (ii) it complies with any applicable Code;
- (iii) the item will not cause damage to a Lot or Common Property; and
- (iv) the item is not dangerous.

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and then only in such a location that any item will not fall or be capable of falling or being blown by the wind off the Balcony, or otherwise cause a hazard to people or property.

- (b) The Owners Corporation may require an Owner or Occupier, at the Owner's cost, to temporarily remove items that are not Common Property from a Balcony so that the Owners Corporation may inspect, repair or replace Common Property.

40 CAR SPACES

- (a) If a Lot comprises a space for car parking, such space (Car Space) must only be used for the parking of registered and operational motor vehicles and motorcycles and must not be used for any other purpose, including:

- (i) as an area for storage of other items;
- (ii) for the washing of vehicles or equipment;
- (iii) for the carrying out of mechanical or other repairs; or
- (iv) to park boats, caravans or trailers.

- (b) An Owner or Occupier must not, except with the prior consent of the Owners Corporation, install or erect any storage facility, whether fixed or moveable, within a Car Space.

- (c) A Car Space must not be enclosed.

- (d) The Owners Corporation is not responsible for:

- (i) anything stolen from a Car Space; or
- (ii) damage to a motor vehicle, a motorcycle or anything else in a Car Space, including, damage to a motor vehicle or a motorcycle entering or leaving the Car Space.

41 FIRE SAFETY

- (a) An Owner or Occupier must not do anything, or permit any invitee of that Owner or Occupier, to do anything in their Lot, or elsewhere in the Strata Parcel, that interferes with, impedes or affects, or is likely to interfere with, impede or affect, the operation of fire safety devices, or reduce the level of fire safety in their Lot, or elsewhere in the Strata Parcel, including interfering with any smoke detector or smoke alarm, or using or interfering with any fire

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hydrant or any other fire fighting or fire safety equipment, except in the case of an emergency.

- (b) If an Authorised Fire Officer gives a notice to the Owners Corporation requiring access to a Lot or Lots, each affected Owner or Occupier must comply with that notice and allow access to their Lot at the time and date notified to that Owner or Occupier by the Owners Corporation.
- (c) If an Owner or Occupier fails to comply with **by-law 41(b)** and as a result, the Authorised Fire Officer is required to attend the Lot to carry out the inspection on another occasion, the Owner or Occupier, as applicable, of the Lot is liable for and must pay the costs of any subsequent attendance by the Authorised Fire Officer and the Owners Corporation may recover such costs from the relevant Owner or Occupier as a debt due and payable to the Owners Corporation.
- (d) In order to comply with the relevant Australian Standard at the date of registration of the Strata Plan, an Owner or Occupier whose Lot comprises a space for the storage of items (**Storage Space**) must not store items within 500 mm of any fire sprinkler heads within the Storage Space.
- (e) An Owner or Occupier, once notified by the Owners Corporation, must comply with any changes to the relevant Australian Standard referred to in **by-law 41(d)**.

42 EXTERNAL FLOORING

- (a) An Owner is responsible, at its expense, for the proper maintenance of and keeping in a state of good and serviceable repair any External Flooring within its Lot (**Affected Lot**).
- (b) An Owner or Occupier of an Affected Lot must ensure that any External Flooring is regularly cleaned so as to prevent any dust, hair, vegetal or other material entering any floor waste drain in the proximity of the External Flooring.
- (c) An Owner or Occupier of an Affected Lot must not, except with the prior consent of the Owners Corporation, remove or replace External Flooring or otherwise interfere with, or damage, any protective membrane located beneath External Flooring.
- (d) An Owner or Occupier of an Affected Lot must 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 the Owner's or Occupier's, as applicable, failure to comply with this **by-law 42**.

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43 SERVICE OF DOCUMENTS BY EMAIL

A document may be served on an Owner or Occupier by email if:

- (a) the Owner or Occupier has given the Owners Corporation an email address for the service of documents;
- (b) the document is sent by email to that email address; and
- (c) the sending party's electronic equipment:
 - (i) reports that the email has been sent; and
 - (ii) does not report receipt of a failure notice.

44 REIMBURSEMENT OF OWNERS CORPORATION

- (a) If any part of the Common Property, or any personal property of the Owners Corporation, is damaged by the action or inaction of an Owner or Occupier, or any invitee of that Owner or Occupier, the Owners Corporation may, subject to the Strata Managing Act, recover from the Owner or Occupier, as applicable, as a debt due and payable to the Owners Corporation, the costs reasonably incurred by the Owners Corporation in rectifying the damage.
- (b) If as a result of the action or inaction of an Owner or Occupier, or any invitee of that Owner or Occupier, any:
 - (i) emergency service agency (such as the fire brigade); or
 - (ii) service provider,is required to and attends the Strata Building and, as a result of that attendance, a charge is imposed on, or any costs incurred by, the Owners Corporation, the Owners Corporation may recover the amount of that charge or those costs, as applicable, from the relevant Owner or Occupier as a debt due and payable to the Owners Corporation.
- (c) If the costs incurred by, or the charges imposed on, the Owners Corporation, as described in **by-law 44(a)** and **by-law 44(b)**, are not reimbursed in full to the Owners Corporation within one month after the date on which notice of those costs or charges has been given to the relevant Owner or Occupier, the Owner or Occupier, as applicable, will be liable for and must pay interest on the applicable costs or charges (or so much of them that remain unpaid) at the Interest Rate until the costs or charges are reimbursed in full.

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(d) If any costs, charges or interest referred to in this **by-law 44** remain unpaid, the Owners Corporation may include reference to that debt on notices issued in respect of the Lot under section 109 of the Strata Management Act.

45 NOTICE BOARD

- (a) The Owners Corporation may install and keep in an appropriate location within the Common Property a notice board (**Notice Board**).
- (b) It is intended that, if installed, the Owners Corporation use the Notice Board to display copies of notices of meetings of the Owners Corporation and of the executive committee, the minutes of such meetings and any other notices or information which the Owners Corporation considers appropriate to be displayed.

46 INSTALLATION OF BOLLARDS

An Owner whose Lot includes a Car Space has:

- (a) the special privilege to install a bollard within the Car Space to prevent unauthorised parking; and
- (b) the right of exclusive use and enjoyment of that part of the Common Property to which the bollard is attached under **by-law 46(a)**,
on the following conditions:
 - (c) the bollard must be installed in a proper and workmanlike manner, by an appropriately qualified and reputable contractor;
 - (d) the Owner must promptly repair any damage to Common Property caused as a result of the Owner exercising rights under this **by-law 46**;
 - (e) the Owner is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the bollard; 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 to which the bollard is attached.

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47 BATHROOMS ON LEVEL 4

The Owners Corporation, Owners and Occupiers acknowledge that it is intended that the bathrooms located on level 4 of the Building within Common Property will be:

- (a) included in the Schedule of Facilities and constitute a Facility for the purposes of the Strata Management Statement; and
- (b) accessed and used by other occupiers within the Building, subject to any restrictions on use as outlined in the Strata Management Statement.

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ATTACHMENT 1

- 1 The creation, entering into, making, granting, acquisition, disposal or dedication of:
 - (a) easements, restrictions on the use of land and positive covenants;
 - (b) leases, agreements and arrangements;
 - (c) rights and privileges; and
 - (d) land,
by the Proponent or any other person.
- 2 The variation, release, surrender or otherwise bringing to an end of:
 - (a) easements, restrictions on the use of land or positive covenants;
 - (b) leases, agreements or arrangements; or
 - (c) rights and privileges,
by the Proponent or any other person.
- 3 Issues arising in connection with:
 - (a) the construction within the Building of one or more electricity substation premises (**Substation Premises**);
 - (b) the grant to the relevant energy authority by the Proponent or any other person of a lease of the Substation Premises; and
 - (c) the grant to the relevant energy authority by the Proponent or any other person of easements and other rights and privileges in connection with the Substation Premises.
- 4 Issues arising in connection with the Proponent carrying out Development Activities.
In this paragraph **Development Activities** means:
 - (a) any form of demolition work, excavation work, landscaping work or general fit-out work within Central Park, including within the Building;
 - (b) any form of building work or work ancillary to or associated with building work within Central Park, including within the Building, including the installation of services;

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- (c) any form of work other than the forms of work referred to in paragraphs (a) and (b) of this definition that is considered necessary or desirable by the Proponent, including carrying out any other works associated with or ancillary to the development and subdivision of Central Park, including the Building;
 - (d) placing on, erecting on or attaching to parts of Central Park, including the Building, temporary structures, scaffolding, building materials, fences, cranes and other machinery and equipment;
 - (e) the subdivision of land forming part of Central Park, including the Building; and
 - (f) the dedication of land forming part of Central Park, including the Building.
- 5 Issues arising in connection with the management of the Building.
 - 6 The creation of Committee Rules.
 - 7 The adoption of Codes by the Committee.
 - 8 The operation of:
 - (a) the Strata Management Statement;
 - (b) the Management Plans;
 - (c) Codes; and
 - (d) Committee Rules.
 - 9 The variation of:
 - (a) the Strata Management Statement;
 - (b) the Management Plans;
 - (c) Codes;
 - (d) Committee Rules; and
 - (e) the Schedule of Facilities.
 - 10 The appointment of a Representative and an Alternative Representative.
 - 11 Issues in connection with the entering into, ratification and operation, as applicable, of:
 - (a) the Committee's agreement with a Facilities Manager;
 - (b) any arrangements with the Recycled Water Plant Operator;

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- (c) any arrangements with the Temporary Thermal Plant Operator,
 - (d) any arrangements with the Central Thermal Plant Operator;
 - (e) any arrangements with a Gymnasium Operator,
 - (f) any arrangements for the provision of Concierge Services; or
 - (g) any other agreements or arrangements considered by the Proponent, acting in good faith and reasonably, to be necessary or desirable.
- 12 Issues in connection with the registration of a strata plan in respect of another part of the Building, including the lodgement of a further strata management statement, or a document amending the Strata Management Statement and the execution of such.
- 13 Issues arising in connection with obtaining consent from any relevant Authority for the development of any part of Central Park, including the Building.
- 14 Attaching structures and services to structures and services previously constructed or installed and the construction and installation of further services in the Building, or any other part of Central Park, by or on behalf of the Proponent.

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EXECUTED by FRASERS CENTRAL
PARK LAND NO 1 PTY LTD (ACN 151
467 355) in accordance with section 127 of
the Corporations Act (Cth):

Cary Fisher
Signature of Director

Signature of Director/Secretary

Guy Fajhor
Signature of Director

Jerry Lee

Name of Director/Secretary (block letters)

SIGNED SEALED AND DELIVERED by
Anastasia Kalogiannis
as attorney for ANZ FIDUCIARY
SERVICES PTY LIMITED (ACN 100 709
493) under registered power of attorney
Book 4621, No. 113
dated 29.9.11
in the
presence of:

MJL
Signature of witness

Signature of witness

MICHAEL DAWKINS

Name of witness (block letters)

242 PITT STREET

SYDNEY NSW 2000

Address of witness (block letters)

Mawaranne
Signature of Director/Secretary

By executing this instrument the attorney
states that the attorney has received no
notice of revocation of the power of attorney

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