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SECTION ONE – INTRODUCTION

1. BUILDING DESCRIPTION

1.1 Building subject of a Strata Scheme

- (a) The Building to which these by-laws applies:
 - (i) is subject to the provisions of the Management Act; and
 - (ii) is the subject of a Strata Scheme registered under the Development Act.
- (b) Owners and Occupiers are bound by the terms of the Strata Management Statement.

1.2 Strata Management Statement

- (a) The Strata Management Statement was registered with the Strata Plan.
- (b) Matters relating to the Strata Management Statement are set out in Section 9.

2. COMMON PROPERTY RIGHTS BY-LAWS

2.1 Which are the Common Property Rights By-laws

Sections 10 and 11 deal with Common Property Rights By-laws

2.2 What Common Property Rights By-laws do

- (a) An Owner who has the benefit of a Common Property Rights By-law may allow the Occupier of their Lot to exercise the rights of the Owner under the Common Property Rights By-law. The Owner remains responsible to the Owners Corporation to comply with the Common Property Rights By-law.
- (b) A Common Property Rights By-law, so far as it relates to a Lot, may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the consent of the Owner of that Lot.
- (c) An Owner with the benefit of a Common Property Rights By-law must permit the party with the benefit of an Easement to exercise their rights under the Easement.
- (d) The prior consent of the Owner having the benefit of a Common Property Rights By-law must be obtained to the creation of an Easement after the date of registration of any by-law creating an exclusive use right or special privilege. The consent must not be unreasonably withheld if the proposed Easement does not impact adversely on the Owner's rights under the by-law.

3. CONSENT

3.1 Consent of the Owners Corporation

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

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

3.2 Consent to Minor Building Work

For the purposes of Section 8, the Functions of the Owners Corporation in consenting to Minor Building Work are delegated to the Strata Committee.

3.3 Consent of the Owners Corporation may be revoked or withheld

Consent of the Owners Corporation under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) subject to by-law 3.5, may be granted or withheld in the absolute discretion of the Owners Corporation or be given conditionally.

3.4 Consent by the Strata Committee may be revoked or withheld

Consent of the Strata Committee under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) subject to by-law 3.5, may be granted or withheld in the absolute discretion of the Strata Committee or be given conditionally.

3.5 Consent not to be withheld if approved by a Rule or Code

Neither the Owners Corporation nor the Strata Committee may withhold its consent to an application by an Owner for consent to an activity which is an activity or in a class of activities approved by a Rule or Code.

3.6 Consent conditions

Owners must comply with all conditions in a consent.

3.7 Building Manager

The Owners Corporation may engage the services of a Building Manager to assist it in carrying out some of its rights, duties and obligations in the By-laws.

4. REPORTING

4.1 Obligations of Owners

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

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

5. MEANING OF OWNER

5.1 Owner

When used in a by-law, Owner includes Occupier unless the by-law expressly states otherwise or direct reference is made to the "Occupier".

SECTION 2 - USE OF COMMON PROPERTY

6. BEHAVIOUR AND RESPONSIBILITY ON COMMON PROPERTY

6.1 General obligations

- (a) Owners must be adequately clothed when on Common Property.
- (b) Owners must not to break a Law when on Common Property.
- (c) Owners must ensure their children and the children of their Invitees:
 - (i) are accompanied by a responsible adult if they are playing within the bounds of Common Property; and
 - (ii) unless accompanied by a responsible adult, do not enter areas of Common Property that are likely to be dangerous to children.
- (d) Owners must ensure their Invitees:
 - (i) are not left to remain on Common Property unsupervised except to the extent reasonably necessary for their arrival and departure;
 - (ii) comply with the By-laws; and
 - (iii) are removed from the Building on refusing to comply with the By-laws.

6.2 Prohibited behaviour

Owners must not:

- (a) make noise or behave in a way likely to interfere with another Owner's peaceful enjoyment of their Lot or Common Property;
- (b) use language or behave in a manner likely to cause offence or embarrassment to the another Owner or to any person lawfully using Common Property;
- (c) obstruct the lawful use of Common Property by any person;
- (d) smoke while on Common Property or allow smoke to emit from their Lot;
- (e) bring or permit to be brought, a heavy article which might cause structural damage to the Building;
- (f) do anything to damage or deface Common Property;
- (g) interfere with personal property vested in the Owners Corporation;
- (h) damage any lawn, plant, tree or garden situated within Common Property;
- (i) use part of a lawn or garden, a plant or tree situated within Common Property for their own purpose;
- (j) place or hang laundry on Common Property;
- (k) place or hang an item on Common Property;
- (l) attach or install a satellite dish to Common Property or a Lot visible from outside the Lot;

- (m) park or stand a Vehicle on Common Property unless doing so is permitted by the By-laws;
- (n) use or interfere with fire safety Equipment except in the case of an emergency and must not obstruct fire stairs or fire escapes;
- (o) interfere with the operation of Equipment installed on Common Property;
- (p) modify existing Equipment attached to Common Property (whether or not such Equipment is contained wholly within their Lot);
- (q) interfere with Common Property or remove an item from Common Property placed there by direction or authority of the Owners Corporation;
- (r) attach or install any item on the roof of the Building;
- (s) use the power points in the basement levels for intermittent use on an irregular basis (such as powering a vacuum cleaner to clean a car); or
- (t) use the roof of the Building for any purpose.

6.3 Easements

Owners must not do anything to prevent, hinder or delay a Benefited Party from carrying out its rights, duties or obligations under an Easement.

6.4 Duty to notify defects to the Owners Corporation

Owners must inform the Owners Corporation of any defect they become aware of on Common Property or any property vested in the Owners Corporation.

6.5 Maintenance of installations

Notwithstanding section 106 of the Management Act, Owners must maintain and keep in a state of good repair or in such a state as reasonably required by the Owners Corporation, an installation that services their Lot to which the consent of the Owners Corporation has been given under the By-laws.

7. VISITOR CAR SPACES

7.1 Obligations of Owners

Owners:

- (a) must not park or stand a Vehicle in a Visitor Car Space;
- (b) must not permit a person to park or stand a Vehicle in a Visitor Car Space unless that person is a genuine visitor of that Owner (being a person who only occasionally or infrequently visits the Owner and whose visit does not extend for more than 2 consecutive nights at any one time);
- (c) must not permit a contractor or employee of the Owner to park or stand a Vehicle in a Visitor Car Space;
- (d) must not give a person a key or Security Key to the Building or the Complex for the purposes of allowing that person to use a Visitor Car Space;
- (e) must comply with all rules and codes of the Building Management Committee relating to the use of Visitor Car Spaces;

- (f) must comply with the directions of the Owners Corporation and the Building Management Committee in connection with access to, and use of, the Visitor Car Spaces; and
- (g) must ensure their Invitees comply with the directions of the Owners Corporation and the Building Management Committee in connection with access to, and use of, the Visitor Car Spaces.

8. SECURITY AND SECURITY KEYS

8.1 Functions of the Owners Corporation

- (a) The Owners Corporation is responsible for issuing, the programming, the coding and re-coding Security Keys.
- (b) Owners must return their Security Keys to the Owners Corporation for re-coding within 48 hours of being requested to do so.
- (c) The Owners Corporation may charge an Owner a fee for:
 - (i) a Security Key (whether it is a new Security Key, an additional Security Key or a replacement Security Key); and
 - (ii) coding or re-coding of a Security Key.
- (d) The Owners Corporation may restrict the number of Security Keys it makes available to an Owner.
- (e) The Owners Corporation may activate or de-activate Security Keys to coincide with the movement of Owners as they occupy or vacate Lots.
- (f) The Owners Corporation may require Owners to provide a bond before:
 - (i) issuing a Security Key (whether it is a new Security Key, an additional Security Key or a replacement Security Key); and
 - (ii) coding or re-coding of a Security Key.
- (g) The Owners Corporation may apply all or part of the bond to remedy a breach by an Owner of this by-law. Such an application by the Owners Corporation is without prejudice to any other right or remedy of the Owners Corporation.
- (h) Provided the Owners Corporation is satisfied there has not been a breach of this by-law by an Owner if there has been a breach, that breach has been rectified, the Owners Corporation must refund the bond to the party who provided it within 7 days of the Owner satisfying its obligations in this by-law.

8.2 Obligations of Owners

- (a) Owners must not:
 - (i) do or permit anything which may prejudice the security or safety of the Building; or
 - (ii) duplicate, or permit to be duplicated, a Security Key and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or to the Owners Corporation.

- (b) Owners must:
 - (i) close all security doors and gates when they pass through them;
 - (ii) exercise great care in making a Security Key available for users of their Lot;
 - (iii) when vacating a Lot, return of all Security Keys to the Owners Corporation; and
 - (iv) promptly notify the Owners Corporation if a Security Key is lost or destroyed.

8.3 Access

- (a) If it considers it necessary, the Owners Corporation may:
 - (i) close off or restrict by means of a Security Key, access to any part of Common Property not required for access to a Lot, on either a temporary or permanent basis;
 - (ii) exclude access to any part of Common Property as a means of monitoring the security of the Building; and
 - (iii) restrict by means of a Security Key, access from one level of the Building to any other level.
- (b) If the Owners Corporation restricts access under this by-law, the Owners Corporation may make available to Owners free of charge or for a charge or bond (at the election of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.

8.4 Agreement with a third party

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

9. MOVING AND DELIVERING

9.1 Moving and delivering Goods

Owners must not transport, or permit or cause to be transported, Goods on Common Property except in compliance with this by-law.

9.2 Conditions

- (a) Prior to transporting Goods on Common Property, Owners:
 - (i) must give the Owners Corporation not less than 24 hours' notice of the date and time the Goods will be transported; and
 - (ii) if the Owner has engaged a Removalist, if requested by the Owners Corporation, must give the Owners Corporation satisfactory evidence of suitable public liability or contractors all risk insurance held by the Removalist for the benefit and protection of the Owners Corporation.
- (b) Notices to the Owners Corporation:
 - (i) must be given not less than 24 hours before the day of transportation;

- (ii) if the day of transportation is a Saturday or Sunday, must be given no later than 12 noon on the immediately preceding Friday;
 - (iii) must identify the approximate quantity of the Goods; and
 - (iv) must include details of the Removalist (name, telephone number, mobile number, address, email address and contact name).
- (c) Owners may only transport Goods on Common Property at the times and in accordance with the directions of the Owners Corporation.
- (d) When transporting Goods in a lift, Owners:
 - (i) may only do so if the lift has a lift protector or blanket; and
 - (ii) must ensure the lift protector or blanket is installed immediately before use and removed immediately after use.
- (e) Owners must ensure they and their Removalist comply with all Rules and Codes in connection with transporting Goods on Common Property.
- (f) Owners must ensure neither they nor their Removalist:
 - (i) obstructs Common Property when transporting Goods; or
 - (ii) interferes with the peaceful enjoyment of Common Property by another Owner.
- (g) Owners must supervise their Removalist in order to ensure no damage is caused to Common Property, another Lot or property vested in the Owners Corporation, by transporting Goods.
- (h) Owners at their own expense:
 - (i) must immediately rectify any damage caused to Common Property, another Lot or property vested in the Owners Corporation, by transporting Goods;
 - (ii) must remove debris or other materials left on Common Property as a result of transporting Goods; and
 - (iii) must clean any part of Common Property which requires cleaning as a consequence of transporting Goods.

9.3 Security Deposit

- (a) Prior to transporting Goods on Common Property, Owners must give a Security Deposit of the Security Deposit Amount to the Owners Corporation to be used by the Owners Corporation in accordance with the terms of this by-law.
- (b) The Owners Corporation may apply all or part of a Security Deposit to remedy a breach of this by-law. Such an application by the Owners Corporation is without prejudice to any other right or remedy of the Owners Corporation.
- (c) If Goods are being transported by an Owner who is already in occupation of a Lot, then only one Security Deposit must be paid by that Owner before transporting the Goods.
- (d) Provided the Owners Corporation is satisfied there has not been a breach of this by-law or if there has been a breach, that breach has been rectified, the Owners Corporation must refund the Security Deposit paid under by-law 9.3(c) (or so much of it that remains unrefunded) to the party who provided it within 7 days of the Owner completing transporting the Goods.

- (e) If Goods are being transported by a new Owner who is taking up occupation of a Lot, then two Security Deposits must be paid by that Owner before transporting the Goods.
- (f) Provided the Owners Corporation is satisfied there has not been a breach of this by-law or if there has been a breach, that breach has been rectified, the Owners Corporation must refund the Security Deposits paid under by-law 9.3(e) (or so much of it that remains unrefunded) to the party who provided it as follows:
 - (i) the first Security Deposit must be refunded within 7 days of the Owner completing transporting the Goods on occupation of the Lot; and
 - (ii) the second Security Deposit must be refunded within 7 days of the Owner completing transporting the Goods on vacation of the Building.

10. ACCESS TO COMMON PROPERTY BY SERVICE PROVIDERS

10.1 Obligations of the Owners Corporation

The Owners Corporation must put in place arrangements to allow access to the Building by Service Providers.

11. COMMON PROPERTY TREES

11.1 Lots to which this by-law relates

This by-law relates to the Common Property trees in the courtyards of Lots 1 to 8 (inclusive). The trees to which this by-law relates are the trees in the courtyards at the date of registration of the Strata Plan and any tree that replace those trees.

11.2 Functions of Owners Corporation

- (a) The Owners Corporation is responsible for all aspects of maintaining the trees.
- (b) The Owners Corporation must keep the trees in a good state of good condition, must water and fertilize them regularly, must trim and lop their branches when necessary and replace the trees with identical or similar trees if they become diseased or die.
- (c) Those parts of the Common Property comprising the gates to the courtyards may only be used and accessed by the Owners Corporation for the purposes of carrying out its Functions in this by-law. Keys to the gates may only be available to and used by the Owners Corporation.

11.3 Functions of Owners

- (a) Owners acknowledge the provisions of by-law 14 apply to enable the Owners Corporation to carry out its Functions in this by-law.
- (b) Owners agree that although the Owners Corporation has the responsibility to maintain and water the trees, Owners may also water the trees.
- (c) Owners must not do anything to mark, damage, deface or destroy the trees.

12. PLANTER BOXES

12.1 Lots to which this by-law relates

This by-law applies to the Common Property planter attached to the balconies of Lots 72 to 77 (inclusive).

12.2 Functions of Owners Corporation

- (a) The Owners Corporation is responsible for all aspects of maintaining the planter boxes and the vegetation in the planter boxes.
- (b) The Owners Corporation must keep the vegetation in a good state of good condition, must water and fertilize it regularly and replace it with identical or similar vegetation if it becomes diseased or dies.

12.3 Functions of Owners

Owners must not do anything to mark, damage, deface or destroy the vegetation in the planter boxes.

SECTION 3 - USE OF LOTS

13. OCCUPATION AND USE OF LOTS

13.1 General

- (a) Owners must:
 - (i) keep their Lot clean, tidy and in good repair;
 - (ii) comply with all Laws affecting their Lot;
 - (iii) only use or permit their Apartment to be used for the sole purpose of Permanent Residential Accommodation.
- (b) Owners must not:
 - (i) store or use chemical, liquid, gas or flammable material on their Lot unless it is to be used in the lawful, permitted use of their Lot;
 - (ii) use, occupy or allow their Lot to be used or occupied for:
 - (A) an unlawful purpose; or
 - (B) a purpose that may affect, lessen or damage the reputation of the Building;
 - (iii) use, occupy or allow their Apartment to be used or occupied as a serviced apartment, a boarding house, holiday accommodation, tourist accommodation or short term accommodation (being accommodation by a person who is not the Owner for less than 3 months);
 - (iv) cause annoyance, disturbance or nuisance to other Owners;
 - (v) break a Law whilst on their Lot;
 - (vi) place or hang laundry, towels, rugs, bedding or any other similar item on any part of their Lot that is visible from outside their Lot;
 - (vii) keep anything which is visible from outside their Lot which is inconsistent with the visual aesthetics of the Building;

- (viii) operate or allow to operate a device or electronic Equipment on their Lot which interferes with a domestic appliance lawfully in use in the Building or another Lot;
- (ix) place on, attach to or hang from their Lot or Common Property an aerial, a security device or wires; or
- (x) install or operate an intruder alarm in their Lot which emits an audible signal.

13.2 Floor coverings

Owners must keep the floor space within their Lot covered or treated to prevent the transmission of noise which is likely to disturb the peaceful enjoyment of another Lot (kitchens, bathrooms, laundries and floor coverings installed at the date of registration of the Strata Plan excluded).

13.3 Window coverings

- (a) Owner must not tint the windows or glass doors of their lot
- (b) Owners must not fix any item to the inside or the outside of the window or doors of their Lot other than:
 - i. Flyscreens which either have the prior approval of the Owners Corporation or which match existing screens *or window frames*;
 - ii. Child safety devices which comply with the Legislation and which are otherwise in compliance with the architectural integrity of the Building and which are approved by the Owners Corporation; and
 - iii. White or shades of white coloured Holland style blinds, *except with the written approval of the Strata Committee*.

13.4 Cleaning windows and glass in doors

- (a) Owners must keep clean all interior and exterior surfaces of glass in windows and doors on the boundary of their Lot, including glass on Common Property, unless:
 - (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (ii) that glass or part of glass cannot be accessed by the Owner safely or at all.
- (b) The Owners Corporation may decide:
 - (i) to keep clean that part of Common Property which is the glass surface of a window or door on the boundary of a Lot; or
 - (ii) not to keep clean that part of Common Property which is the glass surface of a window or door on the boundary of a Lot.
- (c) Owners of Lots 1, 8, 9, 17, 29, 37 and 49 must keep the tempered glass panel of the window assembly (being the panel that is closest to the side boundary of the land upon which the Building is constructed) closed and locked at all times.

13.5 Balconies

- (a) Owners must:

- (i) keep the Balconies of their Lot clean, tidy and in good repair; and
 - (ii) ensure those parts of the Balcony rails, door and window frames on the boundary of their Lot and screens to windows and Balconies which are Common Property are cleaned on a regular basis to prevent corrosion, rusting and weathering.
- (b) Owners must not place an item on the Balcony of their Lot which is;
 - (i) fixed;
 - (ii) inconsistent with use as a Balcony;
 - (iii) inconsistent with the aesthetics of the Building;
 - (iv) dangerous; or
 - (v) likely to cause damage to Common Property or another Lot.
- (c) Owners must not:
 - (i) place or hang laundry, towels, rugs, bedding or any other similar item on the Balcony of their Lot;
 - (ii) use the Balcony of their Lot for storage purposes;
 - (iii) place or keep furniture, Equipment or plants, pots or landscaping items on the Balcony of their Lot which, in the opinion of the Owners Corporation, is inconsistent with the aesthetics of the Building;
 - (iv) allow water to escape from the Balcony of their Lot;
 - (v) install or replace an automatic sprinkler system on the Balcony of their Lot;
 - (vi) install any taps or hoses on the Balcony of their Lot other than those in existence at the date of registration of the Strata Plan; or
 - (vii) use any hoses on the Balcony of their Lot.

13.6 Barbeques

Owners must not:

- (a) place or operate a barbeque on the Balcony of their Lot unless it has a cover;
- (b) permit smoke or odour to emit from a barbeque on their Lot which causes or is likely to cause a nuisance to other Owners; or
- (c) place or operate a barbeque within their Apartment.

13.7 Car Space

- (a) Owners may only use their Car Space for parking motor cars, motor bicycles and bicycles. No other Vehicles may be parked in a Car Space. Subject to the provisions of this by-law, Car Spaces may not be used for any other purpose.
- (b) Owners must keep their Car Space clean and free from grease.

- (c) If Owners want to use their Car Space for storage purposes by installing an over the bonnet storage unit, they must obtain the prior approval of the Owners Corporation to do so: and in giving its approval the Owners Corporation may stipulate the type and model of the unit.
- (d) Owners must not enclose their Car Space (excluding the Car Space for Lot 69 which was enclosed at the date of registration of the Strata Plan).
- (e) Owners may not use their Car Space for storage purposes (excluding items in an approved over the bonnet storage unit).
- (f) Only registered and roadworthy motor cars, motor cycles and bicycles may park in a Car Space.

13.8 Storage Space

- (a) Owners that have a Storage Space:
 - (i) must keep their Storage Space clean and tidy;
 - (ii) must keep clear the fire sprinklers, duct grille or Equipment associated with an adjoining plant room, in their Storage Space;
 - (iii) must not store commercial, dangerous or inflammable material in their Storage Space; and
 - (iv) may only use their Storage Space for storage purposes associated with the use of their Lot and for no other purpose.
- (b) Any wire mesh shelving over car park exhaust ducting in a Car Space or a Storage Space is part of the Lot (and consequently the responsibility of the Owner to maintain).

13.9 Commercial operations

- (a) The Owners Corporation must be notified by an Owner:
 - (i) who is carrying out or intends to carry out; or
 - (ii) who permits or intends to permit any person to carry out,

commercial operations from their Lot.
- (b) The Owners Corporation must be notified by the Owner of a Lot if there is any change in the use of the Lot.
- (c) On request by the Owners Corporation, each Owner must give the Owners Corporation a copy of the consents it holds in connection with commercial activities being operated on their Lot.
- (d) Owners may not carry out commercial or home occupations on their Lot unless they have a Development Consent to do so.

13.10 Basement

- (a) The basement levels in the Building may have a wet wall design to allow for any subterranean water to flow down the concrete or rock walls of the basement.
- (b) This:

- (i) may result in water on the floor, walls and soffit of the basement levels from time to time; and
 - (ii) may result in moisture, water, humidity or humid conditions in the basement levels which may damage, create mould or otherwise affect vehicles and items in the Storage Spaces, Car Spaces and the basement levels generally.
- (c) All items stored or placed in Storage Spaces, Car Spaces and the basement generally must be stored off the walls and the floor using plastic pallets (or similar items) and covered with waterproof sheeting to ensure the stored items do not come in contact with moisture or water from the floor, wall or ceiling of the basement levels.
- (d) The Owners Corporation is not responsible for any damage or affectation to items in Storage Spaces, Car Spaces or the basement in contravention of this by-law.

13.11 False fire alarms

Owners must compensate the Owners Corporation the costs incurred by it for any false fire alarm caused by the Owner or emanating from the Owner's Lot for any reason. The Owners Corporation may assume a false fire alarm was caused by an Owner or emanated from a Lot if it is so advised by Fire and Rescue NSW or a fire monitoring contractor engaged by the Owners Corporation. The Owners Corporation may recover from the Owner any amounts due to it under this by-law as a debt due and owing in any court of competent jurisdiction.

13.12 Limitation on numbers

- (a) The number of adults who may reside in an Apartment who are not related to each other is limited to 2 adults for each bedroom.
- (b) For the purposes of this by-law:
- (i) a bedroom is a room approved for use as a bedroom under, or indicated as a bedroom in any plans the subject of, a planning approval; and
 - (ii) a person is related to another person who resides in the Apartment if:
 - (A) the person is the parent, guardian, grandparent, son, daughter, grandchild, brother, sister, uncle, aunt, niece, nephew or cousin of the other person; or
 - (B) the person is such a relative of the other person's spouse or de facto partner or former spouse or de facto partner; or
 - (C) the person is the spouse or de facto partner of the other person; or
 - (D) the person is the care of, or is cared for by, the other person; and
 - (E) a person who is also an Aboriginal person or Torres Strait Islander is also related to another person if the person is, or has been, part of the extended family or kin of the person according to the indigenous kinship system of the person's culture.

14. ACCESS THROUGH LOTS

14.1 Owners Corporation may have access

The Owners Corporation, by its agents, employees and contractors, with or without tools and materials, may enter, have access to and go through a Lot or any part of a Lot for the purposes of:

- (a) carrying out work required to be carried out by the Owners Corporation in accordance with the requirements of the Management Act;
- (b) carrying out work required to be carried out by the Owners Corporation by a notice served on it by an Authority;
- (c) carrying out work required to be carried out by the Owners Corporation by an order under the Management Act;
- (d) carrying out work required to be carried out by the Owners Corporation in accordance with it rights, duties and obligations in the By-laws;
- (e) carrying out work to the gardens, planter boxes and landscaped areas in Common Property adjacent to or near the Lot; and
- (f) accessing anchor points attached to Common Property adjacent to or near the Lot.

14.2 Obligations of Owners

- (a) Owners must permit the Owners Corporation to temporarily store necessary Equipment or material on their Lot in order for the Owners Corporation to undertake a right, duty or obligation in this by-law.
- (b) Owners must not obstruct or hinder the Owners Corporation in the exercise of a right, duty or obligation in this by-law.
- (c) If access is required through a Car Space and if requested by the Owners Corporation, the Owner must temporarily move any Vehicle from the Car Space.

15. ACCESS TO SERVICES

15.1 Purpose of this by-law

This by-law relates to those Lots which have in the vicinity of its Car Space or Storage Space services, equipment or other items of Common Property to which access is required either by the Owners Corporation for the purpose of complying with its obligations under the Management Act or an Authority.

15.2 Obligations of Owners

- (a) Owners the subject of this by-law must:
 - (i) make available to the Owners Corporation, any such Authority or any party authorised by either of those parties access through and over their Car Space or Storage Space; and
 - (ii) Temporarily move any Vehicle from their Car Space or remove any items from their Storage Space if requested by the Owners Corporation, the Authority or any party authorised by either of them.
- (b) Owners must not obstruct or hinder the Owners Corporation, the Authority or any party authorised by either of those parties in the exercise of their Functions under this by-law.

SECTION 4 - RIGHTS AND CONDUCT OF THE OWNERS CORPORATION

16. RULES AND CODES

16.1 Power of the Owners Corporation to make Rules and Codes

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

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

16.2 Amending or replacing Rules or Codes

- (a) The Owners Corporation may amend or replace a Rule or Code by registering the amendment.
- (b) The Owners Corporation must display a new or amended Rule or Code on the notice board of the Building for at least 7 days, or send a copy to each Owner.
- (c) The Owner must send a copy of a new Rule or Code to the Occupier of their Lot within 7 days of receiving a copy from the Owners Corporation.

16.3 Owners and Occupiers bound

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

16.4 Breach

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

17. PROVISION OF AMENITIES OR SERVICES

17.1 Owners Corporation may contract out

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

- (a) window cleaning;
- (b) Garbage disposal and recycling services;
- (c) electricity, water or gas supply;
- (d) telecommunication services (for example, cable television); and

- (e) any other service determined by the Strata Committee

17.2 Services fee

If the Owners Corporation makes a resolution referred to in by-law 17.1 to provide an amenity or service to a Lot or to an Owner, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

18. REMEDY AGAINST OWNER

18.1 Rights of Owners Corporation

- (a) The Owners Corporation may do anything on or in connection with a Lot which should have been done by the Owner of the Lot either under the By-laws, Rules or Codes or by Law, but which has not been done, or has not been done properly.
- (b) If by-law 18(a) applies then the Owners Corporation is entitled to:
 - (i) enter and remain on the Lot for as long as it is necessary;
 - (ii) carry out the act or thing; and
 - (iii) recover appropriate costs from the Owner of the Lot.
- (c) The Owners Corporation may recover monies owing to it under this by-law as a debt in any competent court of jurisdiction.
- (d) During the period an amount payable under this by-law remains unpaid by the Owner, interest on that unpaid amount is payable to the Owners Corporation by the Owner, such interest to be payable on demand and calculated on daily balances at the same rate as interest on unpaid levies under the Management Act.

SECTION 5 - RIGHTS AND CONDUCT OF OWNERS AND OCCUPIERS

19. COMPLAINTS AND APPLICATIONS

19.1 To be in writing

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

20. LEASE OR LICENCE OF LOTS

20.1 Obligations of Owners

Owners:

- (a) must ensure the Occupier of their Lot has a copy of the most recent version of the By-laws, Rules and Codes and the Strata Management Statement (including all amendments or changes from time to time);

- (b) must act promptly to comply with any notice the Owner may receive from the Owners Corporation, the Strata Committee, the Managing Agent, the Building Manager or the Building Management Committee regarding the Occupier of the Lot;
- (c) must ensure the Occupier of the Lot complies with the By-Laws, Rules and Codes and the Strata Management Statement;
- (d) must ensure the Occupier of their Lot complies with any notice the Occupier receives from the Owners Corporation in connection with the Occupier's use and occupation of the Lot;
- (e) prior to the commencing date of a Rental Agreement in respect of the Lot, must give the Owners Corporation details of the agreement including (if there is one) a copy of the Rental Agreement (commercial terms may be excluded);
- (f) must only allow an Occupier to take possession of the Lot if that Occupier intends to and occupies the Apartment for the purposes of Permanent Residential Accommodation in accordance with the terms of by-law 13.113.1 (a) (iii); and
- (g) prior to permitting an Occupier to take possession of the Lot, must give the Owners Corporation full details of the Occupier, the Occupier's contact details (name, telephone number, mobile number, address and email address) and the name and contact details of the rental agent (name, telephone number, mobile number, address, email address and contact name).

20.2 Obligations of Occupiers

Occupiers:

- (a) must comply with the By-laws, Rules and Codes;
- (b) must promptly comply with all notices it receives from the Owners Corporation, the Strata Committee, the Managing Agent or the Building Manager;
- (c) when requested to do so, must give the Owners Corporation a copy of the front page of its Rental Agreement;
- (d) when requested to do so, must promptly give the Owners Corporation, the Occupier's contact details (name, telephone number, mobile number, address and email address); and
- (e) when requested to do so, must promptly give the Owners Corporation the Occupier's photo identification.

21. COMPENSATION TO OWNERS CORPORATION

21.1 Damage

Owners must compensate the Owners Corporation for any damage to Common Property or any property vested in the Owners Corporation caused by them or their Invitees.

21.2 Costs

- (a) Owners must reimburse the Owners Corporation for all costs incurred by the Owners Corporation as a result of breach of a by-law, Rule or Code, or relevant legislation by them or anyone under their control.
- (b) Without limiting the generality of clause 21.2(a), the Owners Corporation shall be entitled to recover from an Owner as an expense any costs it incurs relating to non-provision of access to a lot for inspection, repair or maintenance of either common or lot property, such as inspection of essential services or fire safety equipment.

- (c) The Owners Corporation may recover monies owing to it under this by-law as a debt in any competent court of jurisdiction.
- (d) During the period an amount payable under this by-law remains unpaid by the Owner, interest on that unpaid amount is payable to the Owners Corporation by the Owner, such interest to be payable on demand and calculated on daily balances at the same rate as interest on unpaid levies under the Management Act.

22. LAWS AND REQUIREMENTS

22.1 Obligations of Owners

When in the Building, occupying their Lot, or exercising a right, carrying out an obligation or performing a function under these by-laws, Owners must:

- (a) comply with the requirements of all Laws and the requirements of, and notices from, all Authorities;
- (b) obtain and comply with all relevant Development Consents;
- (c) if Development Consent is required to conduct an activity on their Lot, not conduct that activity without that Development Consent;
- (d) not use or occupy their Lot, or permit any other person to do so, in contravention of a Law or without the requisite Development Consent;
- (e) comply with a notice issued to them by the Owners Corporation seeking them or their Invitees to comply with, or to desist from breaching:
 - (i) a Law;
 - (ii) a requirement of, or notice issued by, an Authority; or
 - (iii) a condition in a Development Consent;
- (f) ensure their Invitees:
 - (i) comply with the requirements of all Laws and Authorities applicable to, or to the use of, their Lot or the Building; and
 - (ii) comply with a Development Consent applicable to, or to the use of, their Lot or the Building.

23. INVITEES

23.1 Obligations of Owners

- (a) Owners must ensure their Invitees comply with the these By-laws.
- (b) If an Owner cannot comply with by-law 23.1(a), then that Owner must:
 - (i) withdraw its consent to its Invitee being on or remaining in the Building; and
 - (ii) request that Invitee immediately leave the Building.
- (c) If the By-laws prohibit an Owner from doing a thing, the Owner must not allow or cause their Invitee to do that thing.

- (d) Each Owner must ensure its Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Invitee in the Building.

24. KEEPING OF PETS

24.1 Pet Register

The Owners Corporation must establish and keep at all times a Pet Register and must record all relevant information it receives about pets in the Building.

24.2 Permitted

- (a) Owners may keep the following pets if they have provided their details to the Owners Corporation for recording in the Pet Register:
 - (i) up to 2 cats, or up to 2 dogs or one cat and one dog; and
 - (ii) up to 10 fish in a secure and watertight tank; and
 - (iii) up to 2 birds in a cage or cages (not being poultry); and
 - (iv) an animal being kept on a temporary basis by a WIRES Career.
- (b) Owners may also:
 - (i) keep a Guide Dog or Assistance Animal: but if required to do so by the Owners Corporation must provide their details for recording in the Pet Register; and
 - (ii) permit their Invitees to bring a pet when visiting provided the pet is kept under control at all times the Invitee is on Common Property.
- (c) The right to keep a pet includes the right to access relevant parts of Common Property for the purposes of taking the pet to and from a Lot provided the pet is kept under control at all times.

24.3 Notification

Owners who keep or intend to keep a pet on their Lot must give the Owners Corporation the following information for inclusion in the Pet Register:

- (a) for all pets:
 - (i) its species;
 - (ii) its breed;
 - (iii) its name; and
 - (iv) its sex; and
- (b) if the pet is a dog or a cat:
 - (i) a photograph sufficient to identify it;
 - (ii) its microchip number;
 - (iii) whether it has been spayed or neutered; and
 - (iv) evidence it has been registered with the appropriate Authority.

24.4 Obligations of Owners

Owners must do the following for their pets and the pets of their Invitees:

- (a) clean up all excrement or refuse left upon Common Property by the pet;
- (b) make good, or bear the cost of making good, damage to Common Property by the pet;
- (c) ensure the pet is under control or otherwise contained when on Common Property;
- (d) ensure the pet does not cause annoyance, disturbance or nuisance to other Owners;
- (e) ensure the pet does not wander onto another Owner's or onto Common Property,
- (f) ensure the living quarters of the pet are maintained in a manner to prevent odours escaping from the Lot; and
- (g) ensure the pet's waste is treated and disposed of in accordance with the Rules and, without limiting the generality of this by-law, ensure:
 - (i) all waste from the pet is double-bagged or placed in large, strong bags; and
 - (ii) litter is not to be placed in toilets.

24.5 Right to keep

Subject only to by-law 24.6, Owners are entitled to keep for the balance of its life, any pet on the Pet Register, notwithstanding anything else to the contrary in the By-laws.

24.6 Compliance

- (a) If the Owners Corporation, acting reasonably, forms the view:
 - (i) a pet is or has become vicious or aggressive; or
 - (ii) there is a breach of any part of by-law 24.4 on a continuing basis,

the Owners Corporation may serve a notice on the Owner of the Lot containing that pet requesting that the pet is permanently removed from the Parcel.

- (b) An Owner who has received a notice from the Owners Corporation under by-law 24.6(a) must comply with the requirements of the notice within 14 days of receiving it.

25. SIGNS

25.1 Prohibited

Owners must not attach, erect or exhibit a Sign to or on Common Property or their Lot which is visible from outside their Lot.

25.2 Qualification

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

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

- (b) on any part of the Building by the Building Manager or a party on behalf of the Building Manager in connection with a service or duty provided by the Building Manager to the Owners Corporation; or
- (c) on any part of the Building pursuant to the right to do so under an Common Property Rights By-law or Easement.

26. OBLIGATIONS WHEN CARRYING OUT WORK

26.1 Work

This by-law contains the conditions to be complied with when carrying out Work.

26.2 Conditions

When carrying out Work, an Owner or a party with that Function must:

- (a) comply with the requirements of, and notices issued under, all Laws and Authorities;
- (b) comply with the requirements of the Building Code of Australia;
- (c) comply with the requirements of the Strata Committee and the Owners Corporation and the conditions in any consent from the Strata Committee and the Owners Corporation;
- (d) ensure the work is carried out in a proper and workmanlike manner;
- (e) use only qualified and, where appropriate, licensed tradesmen;
- (f) ensure the work is carried out without undue delay;
- (g) ensure no materials, tools, rubbish or debris are left lying on Common Property;
- (h) cause as little disturbance as is practicable to other Owners;
- (i) ensure no damage is done to service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
- (j) ensure no damage is caused to Common Property, or if damage is caused, immediately make good that damage;
- (k) ensure no damage is caused to the property of any other Owner, or if damage is caused, immediately make good that damage; and
- (l) ensure the work is only carried out within the times permitted by a Development Consent or if there is no Development Consent within times prescribed by the Owners Corporation.

SECTION 6 - OPERATIONS

27. GARBAGE DISPOSAL

27.1 General

- (a) Owners may only dispose of Garbage in die manner contemplated by this by-law.
- (b) Owners must not place or leave Garbage anywhere on Common Property other than in accordance with the By-laws or as directed by the Owners Corporation.
- (c) Owners must:

- (i) promptly remove Garbage that has spilled or leaked on Common Property;
 - (ii) promptly clean the area on which the Garbage has been spilled; and
 - (iii) place Garbage in durable strong containers/bags.
- (d) Only Garbage may be placed or stored in the Garbage Room. No other items (including without limitation furniture, household items and Equipment) may be placed or stored in the Garbage Room.

27.2 Non-recyclable Garbage

Garbage that is non-recyclable material must be:

- (a) separated from Garbage that is recyclable;
- (b) prepared and separated in accordance with applicable recycling guidelines for the Building (prepared by the Owners Corporation, the Council or a relevant Authority);
- (c) securely wrapped in small parcels (tins or other containers must be completely drained before being wrapped); and
- (d) placed in the relevant receptacles in the Garbage Room.

27.3 Recyclable Garbage

Garbage that is recyclable material must be:

- (a) separated from Garbage that is non-recyclable;
- (b) prepared and separated in accordance with applicable recycling guidelines for the Building (prepared by the Owners Corporation, the Council or a relevant Authority);
- (c) in the case of bottles, completely drained; and
- (d) placed in the relevant receptacles in the Garbage Room.

SECTION 7- INSURANCES

28. INSURANCE PREMIUMS

28.1 Obligations of Owners

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

28.2 Owner liable

- (a) Consent under by-law 28.1(a) allows the Owners Corporation to require an Owner to reimburse the Owners Corporation for the higher premiums.
- (b) Owners are responsible to pay the amount by which an insurance premium may increase as a result of an activity being carried out on that Owner's Lot. The increased amount

must be paid from time to time on demand from the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

SECTION 8 - WORK

29. WORK TO WHICH THIS SECTION APPLIES

29.1 Work

This Section applies to:

- (a) work which results in additions to the Common Property, alterations to the Common Property or the creation of a new structure on Common Property for the purposes of improving or enhancing the Common Property;
- (b) Cosmetic Building Work;
- (c) Minor Building Work;
- (d) Major Building Work; and
- (e) Common Property Rights By-law Work.

30. APPROVAL

30.1 Approval required

- (a) Owners must not carry out or commence to carry out Work without following the procedures in this Section.
- (b) Cosmetic Building Work may be carried out without the approval of the Owners Corporation or the Strata Committee.
- (c) Minor Building Work may only be carried out with the approval of the Strata Committee and by otherwise following the procedures in this Section.
- (d) Major Building Work may only be carried out with the approval of the Owners Corporation in general meeting by way of special resolution (and if necessary supported by the relevant by-law) and by otherwise following the procedures in this Section.
- (e) Common Property Rights By-law Work may only be carried out if the subject of a registered Common Property Rights By-law and by otherwise following the procedures in this Section.

30.2 Approval to Minor Building Work

- (a) The approval of the Strata Committee may be given subject to reasonable conditions and cannot be unreasonably withheld.
- (b) If the work is installing or replacing wood or hard floors, then the Strata Committee may require as a condition of its approval a report from a properly qualified consultant specifying the proposed acoustic treatment together with certification from the consultant once the work is completed so as to ensure the work does not breach by-law 13.2.

30.3 Approval to Major Building Work

In addition to the information required by by-law 31, when carrying out Major Building Work, the application to the Owners Corporation must be accompanied by:

- (a) a draft of the special resolution sought by the Owner authorising the carrying out of the work; and
- (b) if the ongoing maintenance of Common Property affected by or the subject of the work is to be the responsibility of the Owner:
 - (i) a draft of the by-law to that effect;
 - (ii) the Owner's written consent to the making of the by-law; and
 - (iii) any fee prescribed by the Owners Corporation for the purposes of making the by-law.

31. CARRYING OUT WORK

31.1 The application

The application for approval to Work must include the following:

- (a) any fee prescribed by the Owners Corporation;
- (b) a general description of the proposed work;
- (c) detailed plans and specifications for the work;
- (d) if relevant, a report from a properly qualified engineer concerning the impact of the work on the structural integrity of the Building;
- (e) if relevant, information on the type, make and size of machinery the subject of the work (including details of manufacturers and suppliers);
- (f) information on all approvals, consents and permits required for the work;
- (g) copies of all approvals, consents and permits obtained for the work;
- (h) details of persons carrying out the work, including qualifications to carry out the work; and
- (i) arrangements to manage any resulting rubbish or debris.

31.2 Pre-conditions to commencing Work

Building Work may not commence unless:

- (a) the relevant approval of the Strata Committee or the Owners Corporation has been obtained to the work;
- (b) (if applicable) the appropriate by-law has been registered;
- (c) (if applicable) all necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies provided to the Owners Corporation;
- (d) (if applicable) all relevant insurances are in place and copies of the policy and the certificate of currency provided to the Owners Corporation;
- (e) (if applicable) the bond required by the Owners Corporation, has been paid to the Owners Corporation;

- (f) the Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the work;
- (g) the Owners Corporation has been given details of the builder/contractor carrying out the work (and a point of contact (including name and telephone number));
- (h) any fee required by the Owners Corporation in connection with the work has been paid; and
- (i) all reasonable fees requested by the Owners Corporation have been paid for:
 - (i) reviewing the proposal (including legal and consultant's fees);
 - (ii) convening any relevant meeting (including the strata managing agent's fees); and
 - (iii) registering the relevant by-law.

31.3 Access to Common Property

Owners who have received approval to carry out Work may access all relevant parts of Common Property for such reasonable time as may be necessary to carry out the work (or for such time as nominated in an approval).

31.4 Bond

In processing an application for Major Building Work, the Owners Corporation may require the payment of a bond:

- (a) to be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation as a result of the work;
- (b) to be applied by the Owners Corporation towards rectification of possible damage to Common Property as a result of the work; or
- (c) to be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its Functions associated with the work.

31.5 Completion of Work

On completion of Work, Owners must:

- (a) ensure all rubbish and debris caused by the work is removed from the Building and environs;
- (b) ensure Common Property is left clean and tidy;
- (c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the work;
- (d) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed work does not impact on the structural integrity of the Building; and
- (e) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed work complies with all approvals and consents.

31.6 Work must comply with Laws and requirements of Authorities

Owners who have carried out Work must ensure the completed work complies with the requirements of all Laws and Authorities and does not result in the Owners Corporation breaching a Law or the requirement of a Authority.

31.7 Indemnity

Owners who have carried out Work agree to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation:

- (a) as a result of the work (including costs to approve the work); and
- (b) arising out of damage to property (including Common Property) or injury to persons as a result of the work or resulting from the work once completed.

31.8 Right of Owners Corporation to remedy

At its election, the Owners Corporation may:

- (a) perform an obligation which an Owner has failed to perform within a reasonable time after written notice from the Owners Corporation;
- (b) enter any part of a Lot to carry out a Function in this by-law; and
- (c) recover its costs incurred in carrying out its Functions in this by-law (including legal costs and disbursements on an indemnity basis) as a debt due and owing to the Owners Corporation, together with interest, such interest being payable on demand and calculated on daily balances at the same rate as interest on unpaid levies under the Management Act.

31.9 Future alterations to Work

Owners must not make alterations, additions or modifications to Work, once completed, without following the procedures in this by-law.

31.10 Work not permitted to remain

Owners may not keep on their Lot or Common Property Work which has not been approved in accordance with this Section.

31.11 Development Consent

Consent by the Owners Corporation to a Development Application must not be regarded as consent by the Owners Corporation to carry out the Work the subject of the Development Application.

32. GENERAL

32.1 Occupiers

- (a) References in this Section to "Owner" do not include the Occupier of the Lot.
- (b) Occupiers are not permitted to, and must not, carry out Work of any kind.

32.2 Original Owner

Other than as required by the Legislation, the provisions of this Section do not apply to the Original Proprietor.

SECTION 9 - STRATA MANAGEMENT STATEMENT

33. STRATA MANAGEMENT STATEMENT

33.1 What the Strata Management Statement is about

The Strata Management Statement:

- (a) is the instrument registered with the Strata Plan; and
- (b) governs the relationship between the Owners Corporation and the other parties to the Strata Management Statement about management of the buildings the subject of the statement.

33.2 By-laws

The Owners Corporation must do what is reasonable (including passing the relevant resolutions in general meeting to cure any inconsistency) to ensure none of the By-laws, Rules or Codes are inconsistent with the Strata Management Statement.

33.3 Power to enter into the Strata Management Statement

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

33.4 Representative of the Building Management Committee

- (a) The Owners Corporation must at all times have a Representative and Substitute Representative on the Building Management Committee.
- (b) Subject to by-law 33.4(e), the Representative and Substitute Representative must be members of the Strata Committee. The Strata Committee must appoint two of its members to be its Representative and Substitute Representative on the Building Management Committee. The Strata Committee has the power to terminate those appointments and to make fresh appointments at meetings of the Strata Committee, as the Strata Committee considers appropriate.
- (c) The Strata Committee must give all necessary directions to the appointed Representative and Substitute Representative to enable those parties to perform their Functions at meetings of the Building Management Committee.
- (d) The appointed Representative and Substitute Representative must abide by the decisions and directions of the Strata Committee (or the Owners Corporation in general meeting) when performing their respective Functions at meetings of the Building Management Committee.
- (e) Unless and until the Owners Corporation receives written notice from the Original Owner that it does not require its nominee to be the Owners Corporation's Representative and Substitute Representative, the Owners Corporation's Representative and Substitute Representative on the Building Management Committee shall be nominees of the Original Owner.

33.5 Consent of the Building Management Committee

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

33.6 Compliance with the Strata Management Statement and the directions of the Building Management Committee

The Owners Corporation and every Owner must comply with:

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

33.7 Shared Facilities

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

SECTION 10 - COMMON PROPERTY RIGHTS BY-LAWS

34. ABOUT THE BY-LAWS IN THIS SECTION

34.1 Common Property Rights By-laws

The by-laws in this Section are Common Property Rights By-laws conferring on the Owner of the Lots the subject of this Section exclusive use rights and special privileges over Common Property. Refer to by-law 2 for an explanation of Common Property Rights By-laws.

35. EXCLUSIVE USE AND SPECIAL PRIVILEGES

35.1 Common Property Rights By-law Table

- (a) Section 11 contains the Common Property Rights By-law Table which:
 - (i) describes the exclusive use rights and special privileges in column 2;

- (ii) identifies those Lots for which the Owner has an exclusive use right or special privilege in column 3; and
- (iii) identifies the party with the maintenance, repair and replacement responsibility in column 4.

(b) Reference to a “column” is a reference to a column in the Common Property Rights By-law table.

35.2 Exclusive use and special privilege

The Owner of the Lot identified in column 3 has the exclusive use rights and special privileges identified in column 2.

35.3 Maintenance and repair

(a) The party identified in column 4 is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, Common Property the subject of the exclusive use right or special privilege.

(b) Where the Owners Corporation has the maintenance and repair responsibility:

(i) in accordance with its right to do so under section 143 of the Management Act, the Owners Corporation may charge a fee to each Benefited Lot Owner who has the exclusive use right or special privilege in the manner provided by this Section;

(ii) if there is more than one Benefited Lot, each Benefited Lot Owner must pay that fee according to the proportion the unit entitlement of its Lot bears to the aggregate unit entitlement of all Lots having the exclusive use right or special privilege; and

(iii) the Owners Corporation must determine and recover the fee in the manner provided by by-law 37.

(c) Unless specified otherwise, the Owners Corporation is responsible for the structural maintenance and repair of Common Property the subject of the exclusive use or special privilege.

(d) Unless specified otherwise, a Benefited Lot Owner who has carried out Work is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, that Work.

35.4 Other obligations

(a) The Benefited Lot Owner with the responsibility for the maintenance and repair of an item of Common Property must:

(i) regularly clean the item;

(ii) keep it in a safe and good state of serviceable repair;

(iii) where it would be usual or good practice to do so, have in place a maintenance contract for the item;

(iv) where it would be usual or good practice to do so, or the requirement of a Law or an Authority to do so, cause to have prepared the required certificates for the item;

- (v) renew or replace the item when necessary or when reasonably required to do so by the Owners Corporation with an item of an identical specification, style, size, shape, colour and in an identical position as the original item;
- (vi) insure the item;
- (vii) pay all electricity costs (where relevant) and water meter costs (where relevant) in connection with the item; and
- (viii) comply with the requirements of, and notices issued pursuant to or by, all Laws and Authorities in connection with the item.

(b) The conditions in by-law 0 must be followed when Work is carried out.

35.5 Rights

A Benefited Lot Owner has the following additional special privileges:

- (a) to renew or replace the item with an item of an identical specification, style, size, shape, colour and in an identical position as the original item;
- (b) to access all relevant parts of Common Property for such time as may be necessary for the purposes of carrying out a Function in this Section; and
- (c) to make minor penetrations into and to make minor alterations to Common Property for the purposes of carrying out a Function in this Section.

36. COMMON PROPERTY RIGHTS BY-LAW WORK

36.1 Common Property Rights By-law Work

A party with the right to carry out work under a Common Property Rights By-law must comply with those parts of Section 8 that apply to Common Property Rights By-laws.

37. PROCEDURES FOR COST RECOVERY BY OWNERS CORPORATION

37.1 Obligations of Owners Corporation

- (a) At each annual general meeting, the Owners Corporation:
 - (i) must estimate how much money it will need to meet its repair and maintenance obligations for the 12 months following the meeting; and
 - (ii) must make a determination based on those estimates of the amount to be paid by each Owner in accordance with by-law 35.3(b)(ii).
- (b) When preparing the estimates, the Owners Corporation may include an amount to cover the long term estimated expenditure for an item of Common Property.
- (c) Following each annual general meeting, the Owners Corporation must give each Benefited Lot Owner regular invoices for the 12 month period following the meeting based on the determination made at the meeting.
- (d) Invoices to Benefited Lot Owners for each 12 month period:
 - (i) must be based on the determination made at the relevant meeting;
 - (ii) must be determined in accordance with the principle in by-law 37.1 (a); and

- (iii) must set out the time for payment (which must be in advance and which may be either quarterly at the same time as contributions to the administrative fund and the sinking fund or such other period as reasonably determined by the Owners Corporation).
- (e) If expenditure for a 12 month period exceeds the amount determined for that period, then the Owners Corporation may issue additional invoices to cover that expenditure.
- (f) If expenditure for a 12 month period is less than the amount determined for that period, then at the direction of the majority of Owners of Benefited Lots, the Owners Corporation may reimburse the overpayment in the same proportions as the payments were made.
- (g) The Owners Corporation:
 - (i) must deposit in the appropriate account the amounts collected by it in accordance with by-law 37.1(c);
 - (ii) must keep proper records and books of account of matters in connection with its obligations in this by-law; and
 - (iii) if an auditor is appointed, must have the income and expenditure in connection with its obligations in this by-law audited in the same manner as other expenditures of the Owners Corporation.

37.2 Obligations of Benefited Lot Owners

- (a) Benefited Lot Owners:
 - (i) must pay the Owners Corporation on time each invoice issued to them by the Owners Corporation under this by-law;
 - (ii) must give the Owners Corporation access to the relevant items of Common Property to enable the Owners Corporation to carry out its Functions in this Section and otherwise as required by the Management Act; and
 - (iii) must indemnify the Owners Corporation and keep it indemnified for all costs incurred by the Owners Corporation in carrying out its Functions in this Section in the same proportion it is required to pay the fee.
- (b) Benefited Lot Owners must pay interest on each invoice which remains unpaid by them at the end of one month after it becomes due for payment at the same rate and in the same manner as unpaid contributions levied by the Owners Corporation.

37.3 Rights of the Owners Corporation

The Owners Corporation may recover as a debt due and owing in any court of competent jurisdiction (together with interest, legal costs and disbursements on an indemnity basis) any invoice which remains unpaid at the end of one month after it becomes due for payment.

37.4 Purchasers

If a person becomes the Owner of a Benefited Lot at a time when, under this Section, the former Owner is liable to pay money to the Owners Corporation under this Section, the person who becomes the new Owner is jointly and severally liable with the former Owner to pay the money to the Owners Corporation.

SECTION 11 - COMMON PROPERTY RIGHTS BY-LAW TABLE

Column 1	Column 2	Column 3	Column 4
No.	Exclusive use or special privilege	Benefited Lot	Party responsible for maintenance, repair and replacement
1	Exclusive use of and special privilege to connect to and use the following building elements exclusively servicing the Benefited Lot (including all associated apparatus and equipment): <ul style="list-style-type: none"> (a) the mechanical ventilation system including the horizontal ventilation and exhaust ducts, fans and ancillary Cables and Equipment for the bathrooms, kitchen and laundry (b) the tiles and associated membrane on all floors and walls wherever located (including the Balcony) (c) the hardware on doors and windows (including without limitation locks, closers and restrictors) (d) timber floors (e) timber skirting (f) meters (g) all internal appliances (h) smoke detectors (i) doors and windows (including window tracks) (j) Storage Space cages (k) letterbox 	All Lots	Benefited Lot Owner
2.	Exclusive use of and special privilege to connect to and use all lights and light fittings exclusive to the Benefited Lot (including down lights and lights on the Balcony and all associated apparatus and equipment)	All Lots	Benefited Lot Owner

3.	Exclusive use of and special privilege to connect to and use the gas hot water system exclusively servicing the Benefited Lot (including all associated apparatus, equipment and meters)	All Lots	Benefited Lot Owner
4.	Exclusive use of and special privilege to connect to and use the air conditioning system exclusively servicing the Benefited Lot (including the condenser, fan coils, Equipment, Cables, ducts, control wiring, piping and filters)	All Lots	Benefited Lot Owner
5.	Exclusive use of and special privilege to use the remote controlled extendable awning exclusive to the Benefited Lot (including all associated apparatus and equipment)	Lots 2,4,7, and 8	Benefited Lot Owner
6.	Exclusive use of and special privilege to use those parts of the Common Property comprising the mesh walls and remote controlled door for the Car Space for Lot 69 (including all associated apparatus and equipment)	Lot 69	Benefited Lot Owner
7.	Exclusive use of and special privilege to use that part of Common Property comprising the central intercom system (including the handset in the Benefited Lot) and associated Cables and Equipment.	All Lots	(a) Benefited Lot Owner for the part(s) within the Benefited Lot including the handset. (b) Owners Corporation for the part(s) on or within the common property.

SECTION 12 - DICTIONARY AND INTERPRETATION

38. DICTIONARY

38.1 Meaning of terms

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

Apartment means that part of a Lot comprising the habitable area (for the purposes of clarity, the habitable area does not include Car Spaces and Storage Spaces).

Assistance Animal is an animal:

- (a) accredited by a prescribed animal training organisation; or
- (b) trained to assist to alleviate the effect of a disability.

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

Balcony includes balconies, terraces, courtyards, roof top gardens, winter gardens, deep soil gardens, planter boxes and similar areas comprising part of or attached to a Lot.

Benefited Lot means a Lot having the benefit of a Common Property Rights By-law.

Benefited Lot Owner means the Owner of a Lot having the benefit of a Common Property Rights By-law.

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

Building means the building the subject of these by-laws.

Building Management Committee means the building management committee constituted on registration of the Strata Management Statement.

Building Manager means a party appointed by the Owners Corporation as a caretaker or building manager.

Building Work means cosmetic Building Work, Minor Building Work or Major Building Work.

Business Day means a day on which banks in New South Wales are open for business but does not include a Saturday or a Sunday.

By-law Instrument means this by-law instrument registered with the Strata Plan.

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

Cable means cables, conduits, pipes, wires and ducts.

Car Space means that part of the Building designed for parking cars: and includes a Lot marked as being a car space on the Strata Plan and any part of a Lot marked as being a car space on the Strata Plan.

Code means a code made by the Owners Corporation in accordance with by-law 16.1 (as it may be amended or changed).

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

Common Property Item means that part of the Common Property the subject of a Common Property Rights By-law.

Common Property Rights By-Law means an exclusive use and special privilege by-law made in accordance with Part 7 Division 3 of the Management Act.

Common Property Rights By-law Table is the table in Section 11.

Common Property Rights By-law Work means work carried out to Common Property pursuant to a right to do so under a Common Property Rights By-law.

Complex means the complex comprising the several buildings the subject of the Strata Management Statement. Cosmetic Building Work means:

- (a) work within the internal airspace of a Lot which does not impact on Common Property; and
- (b) minor penetrations in, or attachments to, Common Property including:
 - (i) installing or replacing hooks, nails or screws for hanging paintings and other things on walls;

- (ii) installing or replacing handrails;
- (iii) painting;
- (iv) filling minor holes and cracks in internal walls;
- (v) laying carpet;
- (vi) installing or replacing built-in wardrobes; and
- (vii) installing or replacing internal blinds and curtains.

Council means the council in whose local government area the Building is situated.

Development Act means the Strata Schemes Development Act 2015 (NSW).

Development Application means an application for a development consent made under the Environmental Planning and Assessment Act 1979 (NSW) and includes all amendments and variations to an application.

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

Easement means an easement or restrictive covenant burdening or benefiting Common Property.

Equipment includes cables, plant, machinery, equipment and security devices.

Exclusive Use Table is the table in Section 11.

Facilities Manager means the facilities manager appointed by the Building Management Committee.

Function means right, duty or obligation.

Garbage means refuse, recyclable material or waste.

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

Goods includes items requiring transport in the nature of plant, machinery, Equipment, furniture, appliances, boxes, merchandise, materials, domestic and commercial waste, refuse and garbage (including associated receptacles) but excludes baby strollers, shopping bags on wheels, prams, luggage, wheelchairs and items of a personal nature.

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

Guide Dog means a guide dog or hearing dog.

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

Invitee means a person in the Building at the invitation of, under the control of or with the permission of (whether express or implied) the Owners Corporation or an Owner.

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

Legislation means the Management Act and the Development Act.

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

Major Building Work means all work which is not Cosmetic Building Work or Minor Building Work and include:

- (a) Common Property Rights By-law Work;
- (b) work involving structural changes;
- (c) work which may or are likely to impact on or affect the structural integrity of the Building;
- (d) work that detrimentally affects the safety of a Lot or Common Property, including fire safety systems;
- (e) work that changes the external appearance of a Lot, including the installation of an external access ramp;
- (f) work involving waterproofing or the plumbing or the exhaust system in the Building;
- (g) work which is likely to interfere with the services in the Building;
- (h) the erection of a structure on a Lot or Common Property;
- (i) work that changes the colour of external surfaces of a Lot or the Building (including those on the Balcony attached to a Lot);
- (j) work to the Balcony attached to a Lot (such as, by way of example only, enclosing it or changing security screens, railings or balustrades);
- (k) work which is likely to interfere with the services in the Building;
- (l) work which may or are likely to impact on or affect the structural integrity of the Building; and
- (m) work for which consent or another approval is required under any Act other than the Management Act.

Management Act means the Strata Schemes Management Act 2015 (NSW).

Managing Agent means the person appointed by the Owners Corporation as its strata managing agent under section 49 of the Management Act.

Minor Building Work means:

- (a) renovating a kitchen;
- (b) changing recessed light fittings;
- (c) installing or replacing wood or other hard floors;
- (d) installing or replacing wiring or cabling or power or access points;
- (e) work involving reconfiguring walls;
- (f) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
- (g) installing a rainwater tank;

- (h) installing a clothesline;
- (i) installing a reverse cycle split system air conditioner;
- (j) installing double or triple glazed windows;
- (k) installing a heat pump;
- (l) installing ceiling insulation; and
- (m) the installation of fixtures to the external surfaces of a Lot or the Building (such as sun blinds, security bars (or other security devices) and flyscreens),

provided that such work does not involve structural changes, changes to the external appearance of a Lot or the Building, or waterproofing.

Occupier means a person in lawful occupation of a Lot for the time being (not being the Owner of the Lot).

Original Owner means the registered proprietor of the Lots at the time of registration of the Strata Plan.

Owner means the person for the time being recorded in the Register as entitled to an estate in fee simple in the Lot.

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

Permanent Residential Accommodation of an Apartment means occupation of the Apartment by the Owner or by an Occupier for accommodation purposes for a continuous period of not less than 3 months.

Pet Register means the pet register the subject of by-law 24.1.

Register means the register kept by the Registrar-General at Land and Property Information.

Removalist means a party engaged by an Owner to assist in transporting Goods on Common Property: the expression includes the Owner if they transport the Goods themselves.

Rental Agreement means an agreement under which an Occupier occupies a Lot.

Representative means the representative appointed by the Owners Corporation to the Building Management Committee being must be a natural person.

Restricted Matter means a matter or class of matter:

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

Rule means a rule made by the Owners Corporation in accordance with by-law 16.1 (as they may be amended or changed).

Security Deposit means the security deposit in the Security Deposit Amount to be provided by Owners as security to cover damages or costs incurred by the Owners Corporation or the Owner as a result of an Owner breaching its obligations in this by-law.

Security Deposit Amount means the amount determined from time to time by the Owners Corporation or the Strata Committee as the amount of the Security Deposit.

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

Service Contract means a contract for the provision of a service to the Owners Corporation.

Service Provider means the party providing the services under a Service Contract.

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

Sign includes a sign, light, advertisement, name, notice, placard, banner or other similar item the purpose of which is to advertise a product, service or activity, and includes a Sign advertising a Lot for sale or to let.

Storage Space means that part of the Building designed for storage purposes: it includes a Lot or any part of a Lot marked as storage on the Strata Plan and any part of a Lot designed for storage.

Strata Committee means the strata committee appointed by the Owners Corporation.

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

Strata Plan means the strata plan with which this By-law Instrument was registered.

Substitute Representative means the substitute representative appointed by the Owners Corporation to the Building Management Committee and must be a natural person.

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

Visitor Car Spaces mean those parts of Common Property designated as visitor car spaces.

WIRES Career means an Owner caring for a rescue animal as a volunteer on a temporary basis for the NSW Wildlife Information, Rescue and Education Service.

Work includes:

- (a) work to any part of the Building: the expression includes Building Work;
- (b) work associated with carrying out a Function; and
- (c) work permitted by a Common Property Rights By-law.

39. INTERPRETATION

39.1 Undefined words

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

39.2 Interpretation

Reference to:

- (a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation;
- (b) a thing includes the whole or each part of it; and

(c) the singular includes the plural and vice versa.

39.3 Headings

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

39.4 Severance

- (a) Subject to by-law 39.4(b):
 - (i) if a by-law is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;
 - (ii) if, despite by-law 39.4(a)(i) a by-law is still void, voidable, unenforceable or illegal and the by-law would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or
 - (iii) in any other case, the whole by-law must be severed.
- (b) If an event under by-law 39.4(a) occurs, the remainder of these by-laws continue in full force and effect.

The seal of The Owners - Strata Plan No. 96227 was affixed on 20 May 2020 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: Joanne Jenkins
Name(s): Joanne Jenkins
Authority: Strata Manager

