


Approved Form 7	Strata Plan By-laws	Sheet 1 of 32 sheet(s)
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Instrument setting out the details of by-laws to be created upon registration of a strata plan

The by-laws to be created and their details are listed on page 2 and following

## Strata By-Laws for Canopy, Putney Hill

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## Approved Form 7 – Strata Plan By-Laws

**Instrument setting out the details of by-laws to be created upon registration of a strata plan**

### **1 DEFINITIONS AND INTERPRETATION**

#### **1.1 Statutory definitions**

In this document a word or expression has the meaning given to it in the *Strata Schemes Management Act 2015* (NSW) if it is:

- (a) defined in that act; and
- (b) used but not defined in this document.

#### **1.2 Further definitions**

In this document, unless the context clearly indicates otherwise:

**Act** means the *Strata Schemes Management Act 2015* (NSW);

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

**Affected Lot** has the meaning given to it in **by-law 32**;

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

**Architectural Code** means the Architectural Code which is **Schedule 1** to this document;

**Authority** means any governmental or semi-governmental administrative, fiscal or judicial department or entity, a statutory agency or authority or the Council;

**Balcony** includes a courtyard or terrace;

**Building** means the buildings constructed within the Strata Parcel;

**Building Management Agreement** has the meaning given to it in **by-law 14**;

**Building Manager** has the meaning given to it in **by-law 14**;

**Car Parking Space** has the meaning given to it in **by-law 30**;

**Common Property** means the common property in the Strata Scheme;

**Community Association** means Community Association DP 270128;

**Community Land Management Act** means the *Community Land Management Act 1989* (NSW);

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**Community Management Statement** means the community management statement registered with the Community Plan;

**Community Parcel** means the land the subject of the Community Plan;

**Community Plan** means DP 270128;

**Community Property** means lot 1 in the Community Plan;

**Community Scheme** means the community scheme created on registration of the Community Plan;

**Council** means City of Ryde Council;

**Developer** means Frasers Putney Pty Limited;

**Emergency Committee** has the meaning given to it in **by-law 23**;

**External Flooring** means any timber decking, tiling, grass, pebbles or other surface flooring in a Lot, whether on a terrace, courtyard, loggia or balcony, that is installed over a membrane covered concrete floor that is Common Property;

**External Screening Device** means any louvre, shutter or awning attached to the Building, whether operated manually or otherwise;

**Flooring Guidelines** means the guidelines published in accordance with **by-law 18(c)** (if any) and which may include information and directions in relation to:

- (a) the types of allowable floor surfaces;
- (b) underlay and insulation requirements;
- (c) required sound proofing parameters;
- (d) treatment of any skirting boards and other surrounding areas; and
- (e) requirements to obtain acoustic assessments in relation to the flooring, either before or after the flooring is installed (or both before and after the flooring is installed);
- (f) the types of contractors who may be used;
- (g) removal of debris;
- (h) fire proofing; and
- (i) Building Code of Australia requirements;

**Lot** means a lot in the Strata Plan;

**Mechanical Ventilation System** means mechanical ventilation plant and associated pipes, wires, cables and ducts installed at any time, including kitchen exhaust systems;

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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;

**Owner Action** means any action by an Owner or Occupier which:

- (a) causes damage to Common Property;
- (b) requires the Owners Corporation to retain additional cleaning or rubbish removal services; or
- (c) is in breach of these by-laws;

**Owners Corporation** means the Owners Corporation of the Strata Plan;

**Peak Occupation Certificate** means an occupation certificate (being an interim or final occupation certificate within the meaning of section 109C of the *Environmental Planning and Assessment Act 1979* (NSW) issued in respect of the development at Putney Hill proposed by the Developer and known as "Peak";

**Recycling Bin** means a bin designated as such and located in a Refuse Room;

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

- (a) the treatment of Common Property by repairing, painting, staining or polishing, as applicable or otherwise;
- (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;

**Refuse Room** means the refuse rooms contained in the Common Areas which contain Recycling Bins;

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**Representative** means, as the context requires, a natural person appointed by the Owners Corporation to be the Owners Corporation's representative at meetings of the Community Association;

**Rules** has the meaning given to it in **by-law 13**;

**Scheme Cleaner** means a cleaner contracted to undertake cleaning activities in a building in the Community Scheme;

**Scheme Building Manager** means a building manager contracted to undertake building management activities in relation to a building within the Community Scheme;

**Security Key** in relation to Common Property, means any key, swipe card or other access device required to access the Common Property;

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

**Storage Space** has the meaning given to it in **by-law 31**;

**Strata Manager** means a strata managing agent appointed under the 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 document is registered;

**Strata Scheme** means the strata scheme created on registration of the Strata Plan; and

**Wardens** has the meaning given to it in **by-law 23**.

## 1.3 Interpretation

In this document, 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;
- (f) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this document;

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- (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 document refers to a body or Authority which no longer exists, unless otherwise prescribed by law, there is to be taken to be substituted a body or Authority having substantially the same objects as the named body or Authority;
- (l) a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes:
  - (i) that Statutory Provision as amended or re-enacted from time to time;
  - (ii) a statute, regulation or provision enacted in replacement of or to supplement that Statutory Provision; and
  - (iii) another regulation or other statutory instrument made or issued under that Statutory 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 document 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 Table of Contents

By-law headings and the Table of Contents are inserted for convenience and do not affect the interpretation of these by-laws.

## 1.5 Notices

Any notice, demand, approval, request or other communication under this document must be in writing and may be issued by post or email.



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## 1.6 Consents by the Owners Corporation

- (a) Consent to an Owner or Occupier by the Owners Corporation 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 COMMUNITY ASSOCIATION AND THE COMMUNITY MANAGEMENT STATEMENT

- (a) The Community Association is the primary management body for the Community Scheme.
- (b) The Community Association manages the Community Scheme according to the Community Management Statement.
- (c) The Community Association, the Owners Corporation in the Community Scheme and the Owners and the Occupiers of lots in the Community Scheme are required to comply with the Community Management Statement.
- (d) Nothing in these by-laws entitles the Owners Corporation, an Owner or an Occupier not to comply with the Community Management Statement.
- (e) An Owner or Occupier must not do anything that would cause the Owners Corporation not to comply with the Community Management Statement.
- (f) If a by-law or a part of a by-law in this document is inconsistent with the Community Management Statement, the Community Management Statement prevails to the extent of any such inconsistency.
- (g) The Owners Corporation has the power to and must appoint a Representative to attend meetings of the Community Association.

## 3 LAWN AND PLANTS ON COMMON PROPERTY

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, remove or undertake any activity which results in or would result in damage to any lawn, garden tree, shrub, plant or flower on Common Property or Community Property.

## 4 DAMAGE TO COMMON PROPERTY

- (a) An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, anything that forms part of Common Property except with the prior approval of the Owners Corporation.

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- (b) An approval given by the Owners Corporation under **by-law 4(a)** cannot authorise any additions to Common Property.
- (c) This **by-law 4** does not prevent an Owner or person authorised by an Owner from installing:
  - (i) any locking or other safety device (including security screens) for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot;
  - (ii) any screen or other device to prevent entry of animals or insects into the Owner's Lot, provided that any screen installed is consistent and compatible with the framing device of the relevant window;
  - (iii) any structure or device to prevent harm to children; or
  - (iv) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot.
- (d) Any locking or other safety device, screen, structure or device referred to in **by-law 4(c)** must:
  - (i) be approved by the Community Association if its approval is required under the Community Management Statement;
  - (ii) comply with any guidelines and aesthetic standards prescribed by the Community Association or the Owners Corporation from time to time in connection with its appearance and installation, if applicable;
  - (iii) be installed in a competent and proper manner;
  - (iv) 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; and
  - (v) have an appearance after it has been installed in keeping with the appearance of the rest of the Building.
- (e) Despite section 106 of the 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 4(c)** that forms part of Common Property and that services that Lot; and
  - (ii) repair any damage caused to any part of Common Property by the installation or removal of any locking or other safety device, screen, structure or device referred to in **by-law 4(c)** that forms part of Common Property and that services that Lot.
- (f) The operation of this **by-law 4** is subject to specific rights under any other by-law.

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## 5 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 Community Management Statement, these by-laws and any applicable Rules;
  - (ii) leaves the Strata Parcel if they do not comply as required by **by-law 5(a)(i)**; and
  - (iii) does not do anything an Owner or Occupier are not themselves entitled to do under the Community Management Statement, these by-laws or any applicable Rules, including behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier or any other person lawfully on Common Property.
- (b) If an Owner or Occupier leases or licences their Lot, or part of their Lot, the Owner or Occupier must:
- (i) give their tenant or licensee a copy of the Community Management Statement, these by-laws and any applicable Rules;
  - (ii) take reasonable steps to ensure the tenant or licensee and their visitors comply as required by **by-law 5(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 with as required by **by-law 5(a)(i)** or leave the Strata Parcel.
- (c) An Owner or Occupier must not lease or licence a Lot for a period which is less than 6 months.
- (d) An Owner or Occupier must accompany its invitees whilst in the Building at all times other than when those invitees are entering or leaving the Building.

## 6 APPEARANCE OF LOT

- (a) An Owner or Occupier must not, except with the prior approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Building.
- (b) Any window covering or glass door covering must comply with the Architectural Code.

## 7 USE OF LOT

An Owner or Occupier must not use the Lot for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the good reputation of the Strata Scheme.

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## 8 DRYING OF LAUNDRY ITEMS

An Owner or Occupier of a Lot must not hang any washing, towel, bedding, clothing or other article on any part of a Lot or the Strata Parcel in such a way as to be visible from outside the Building.

## 9 CARRYING OUT MINOR WORK ON COMMON PROPERTY

- (a) An Owner or an Occupier (with the Owner's prior approval), may do minor building work or make minor alterations to the interior of Common Property enclosing the Lot (for example, attach anything to Common Property or put nails or screws into Common Property walls) which has no material adverse effect on Common Property.
- (b) An Owner must not remove or alter any structural wall, except with the prior approval of the Owners Corporation and in compliance with the Act.
- (c) An Owner or Occupier must not affix any lattice or grille to any part of the Owner's Lot that is visible from outside that Lot without the prior approval of the Community Association and the Owners Corporation.
- (d) The Architectural Code applies to all Lots and the Building generally. Owners and Occupiers must comply with the Architectural Code in addition to these by-laws.

## 10 REFURBISHMENT OF COMMON PROPERTY

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

## 11 AIR CONDITIONING SYSTEM

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:

- (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 11** and the use of the Air Conditioning System;
- (b) the Owner complies with all requirements of any Authority in connection with the Air Conditioning System;
- (c) the Owner is responsible for the running costs of the Air Conditioning System;
- (d) subject to **by-law 11(f)(i)**, the Owner maintains and keeps the Air Conditioning System (including the fan coil unit which is located within the Lot and the compressor, which is located on the roof) in good and serviceable repair;

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- (e) the Owner is responsible for the renewal or replacement of the Air Conditioning System, if necessary; and
- (f) the Owners Corporation is to:
  - (i) be responsible for the maintenance of, and keeping in a state of good and serviceable repair all pipes, wires, cables, ducts and related components which are located within the Common Property; and
  - (ii) 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.

## 12 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, 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 12** and the use of the Mechanical Ventilation System;
- (b) the Owner complies 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 maintains and keeps the Mechanical Ventilation System in good and serviceable repair;
- (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.

## 13 RULES

- (a) The Owners Corporation may make rules about the control of, access to and use and management of the Strata Parcel and Common Property or a part of it and the Owner or Occupier of a Lot must comply with any such Rules at all times (**Rules**).
- (b) The Owners Corporation may vary Rules at any time.
- (c) If a Rule is inconsistent with the Act, the Community Land Management Act, Community Management Statement or any by-law in this document or a requirement

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of an Authority, the Community Land Management Act, the Act, Community Management Statement and by-law in this document or requirement of an Authority, as the case may be, prevail to the extent of the inconsistency.

- (d) Rules bind an Owner and Occupier and any person on the Strata Parcel with the express or implied consent of an Owner or Occupier or the Owners Corporation.

## 14 AGREEMENT WITH BUILDING MANAGER

- (a) In addition to its powers under the Act, the Owners Corporation has the power under this **by-law 14** to appoint and enter into an agreement (**Building Management Agreement**) with an appropriately qualified person (**Building Manager**) to provide 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) A portion of the Common Property on the ground level of the building known as "Canopy Central" will be utilised as a building managers and cleaners room (**BMC Room**) and is restricted Common Property until the date the Peak Occupation Certificate is issued.

The Community Association may licence the exclusive use of the BMC Room in accordance with by-law 8 of the Community Management Statement.

- (c) All Scheme Building Managers, Scheme Cleaners and other contractors retained to undertake activities within the Scheme are entitled to access and utilise the Building Managers and Cleaners Room for administrative purposes associated with their roles as Scheme Building Managers, Scheme Cleaners and/or contractors until the use rights expire either in accordance with **by-law 14(b)** or the Community Management Statement.

## 15 SIGNAGE

- (a) An Owner or Occupier must not erect, display, affix or exhibit in the Strata Parcel any Advertising visible from any Lot or the Common Property or from outside the Strata Parcel.
- (b) For so long as the Developer is the registered proprietor of a Lot, the Developer may:
  - (i) display "for sale" and/or "for lease" signage on any such Lot; and
  - (ii) display "for sale" and/or "for lease" signage on the Common Property.
- (c) The Developer can, without obtaining the approval of the Owners Corporation, hold events and functions in connection with Selling and Leasing Activities on the Common Property for so long as the Developer is the registered proprietor of a Lot, or on any Lot of which the Developer is the Owner or Occupier.
- (d) The Developer can, without obtaining the approval of the Owners Corporation, utilise a Lot for the purposes of a display suite by arrangement with a Lot Owner and may

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display signage on any such Lot or on the Common Property in order to specify the location of any such display suite.

## 16 STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES OR MATERIALS

- (a) An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.
- (b) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

## 17 MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

- (a) An Owner or Occupier of a Lot must not damage the Common Property if it transports any furniture, large object or procures deliveries to or from the Lot through or on Common Property within the Building.
- (b) At least 48 hours prior to transporting any furniture or large objects to or from a Lot (**Proposal**), an Owner or Occupier must contact the Building Manager and inform the Building Manager of the Proposal and shall request that the Building Manager erects a lift-blanket in one of the lifts. The Owner or Occupier must not transport any furniture or large objects via any lift unless a lift blanket has been erected.
- (c) Without limiting **by-law 17(b)**, an Owners Corporation may resolve that furniture, large objects or deliveries to and from the Lot are to be transported through or on the Common Property (whether in the Building or not) in a specified manner.
- (d) If the Owners Corporation has specified, by resolution, the manner in which furniture, large objects or deliveries to and from the Lot are to be transported, then an Owner or Occupier of a Lot must not transport any furniture, large object or deliveries to and from the Lot through or on Common Property except in accordance with that resolution.
- (e) An Owner or Occupier of a Lot may only take delivery of furniture (or any other large items) between:
  - (i) 7.00 am and 5.00 pm Mondays to Fridays; and
  - (ii) 9.00 am and 5.00 pm on Saturdays.

## 18 FLOOR COVERINGS, WINDOW COVERINGS AND BALCONIES

- (a) An Owner must keep the floors in a Lot covered or treated to stop the transmission of noise which might unreasonably disturb another Owner or an Occupier.
- (b) An Owner must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in a Lot which assist to prevent the transmission of noise which might unreasonably disturb another Owner or an Occupier. The Owners

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Corporation must deal promptly with a request for consent under this by-law and must not unreasonably refuse such consent provided a report satisfying the requirements of **by-law 18(f)** has been furnished to the Owners Corporation.

- (c) The Owners Corporation may adopt Flooring Guidelines from time to time for changing floor coverings which must be adhered to by Owners and Occupiers who seek to change floor coverings.
- (d) If an Owner has consent under this by-law to change floor coverings within a Lot, that Owner has the special privilege to affix tiles to the floor areas of a Lot (other than kitchen, eating areas, laundry, lavatory, bathroom or entry areas) as long as the Owner complies with this by-law and **by-law 9 (Carrying out Minor Work)**.
- (e) The Owner acknowledges that the tiles which are affixed to the Lot by virtue of the special privilege referred to in **by-law 18(e)** will form part of the Lot and the Owner will be responsible for the repair and maintenance of floor coverings which are installed following registration of the Strata Plan.
- (f) An application for consent by an Owner under **by-law 18(b)** must include a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect of sound transmission in accordance with the Building Code of Australia, including impact noise, following installation. The report must state that the proposed floor finish will not breach **by-law 18(b)**.

Following the installation of a floor finish other than carpet and underlay, to demonstrate compliance with this by-law, an Owner must provide the Owners Corporation with a certificate from a qualified acoustic engineer. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed to ensure that the installation and resulting sound transmission meet the parameters set out in the report required under **by-law 18(b)**.

- (g) An Owner of a Lot must not enclose the balcony of a Lot.
- (h) An Owner of a Lot must not install a window covering nor shall window tinting be installed unless the Owner has first obtained the consent of the Owners Corporation to the type of covering or tinting proposed. Any such window covering or window tinting must comply with the requirements of all relevant Authorities.

## 19 GARBAGE DISPOSAL

- (a) An Owner or Occupier of a Lot:
  - (i) must, subject to **by-law 19(d)(ii)**:
    - (A) place their garbage or waste in any shared receptacle designated by the Owners Corporation for that purpose; and
    - (B) place recyclable material in the Recycling Bins.



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- (ii) must maintain any garbage receptacle contained within a Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, in a clean and dry condition and adequately covered; and
  - (iii) must ensure that before refuse, recyclable material or waste is placed in a Recycling Bin it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines.
- (b) The Owners Corporation must release the Council against any damage caused to the Common Property as a result of garbage trucks operated by Council or its contractors passing across the Common Property. The release will not operate to the extent any such damage is caused by the wilful or negligent act or omission of the Council or its employees or contractors.
- (c) **By-law 19(a)** does not require an Owner or Occupier of a Lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant Law applying to the disposal of such waste.
- (d) An Owner or Occupier of a Lot must:
- (i) ensure that before refuse, recyclable material or waste is placed in any other designated receptacle, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and
  - (ii) promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (e) An Owner or Occupier of a Lot must not deposit or leave garbage, recyclable material or waste on Common Property or within any Car Space or Storage Space forming part of a Lot.
- (f) Owners and Occupiers of a Lot have exclusive use rights and special privileges to use the Refuse Rooms.

## 20 BARBEQUES

### (a) Owners rights

An Owner or Occupier of a Lot may store and operate a portable barbeque on the balcony of a Lot if:

- (i) it is a type permitted under this **by-law 20**; and
- (ii) it will not (or is not likely to) cause damage;

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- (iii) it is not (or it is not likely to become) dangerous; and
- (iv) it is kept covered when it is not being used; and
- (v) it is kept clean and tidy; and
- (vi) the Owner or Occupier of a Lot complies with this **by-law 20**.

## (b) Types of portable barbeques

The types of barbeques permitted under this **by-law 20** are:

- (i) a covered kettle style portable barbeque; or
- (ii) a covered gas portable barbeque fitted with a gas cylinder of a maximum capacity of 4.5 kg; or
- (iii) an electric portable barbeque; or
- (iv) any other type approved by the Owners Corporation.

Solid fuel burning barbeques are prohibited.

## (c) Operating a portable barbeque

An Owner or Occupier of a Lot may operate a barbeque only during the hours of 7.00 am and 10.00 pm (or during other hours approved by the Owners Corporation).

## (d) Interference

If the Owner or Occupier of a Lot uses a portable barbeque on the balcony of a Lot, the Owner or Occupier must not create smoke, odours or noise which interfere unreasonably with another Owner or Occupier.

## 21 KEEPING OF ANIMALS

- (a) An Owner or Occupier of a Lot shall be entitled to keep one domestic pet on a Lot provided that the domestic pet:

- (i) does not disturb Owners and Occupiers of other Lots;
- (ii) does not endanger the health and safety of Occupiers of other Lots;
- (iii) is not unreasonably noisy; and
- (iv) is not an animal which may not be kept as a domestic pet pursuant to any law.

- (b) In keeping a domestic pet on a Lot in accordance with **by-law 21(a)**, an Owner or Occupier of a Lot must:

- (i) comply with the requirements of all laws and all relevant Authorities and the Owners Corporation;

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- (ii) ensure that the domestic pet is restrained when on Common Property and Community Property; and
- (iii) ensure that any domestic pet droppings are removed from the Common Property and Community Property
- (c) The Owners Corporation may order a person to remove a domestic pet from a Lot if the Owners Corporation determines that in keeping the domestic pet, the Owner or Occupier has not met or has breached the conditions set out in **by-law 21(a)**.

## 22 CARE OF LANDSCAPED AREAS AND PLANTER BOXES

- (a) An Owner or Occupier whose Lot includes a landscaped area or planter boxes on the boundary of the Lot or a Balcony adjoining or within the Lot must ensure that:
  - (i) so far as is practicable any grass and plants in the landscaped area or a planter box are maintained in a healthy and vigorous condition;
  - (ii) any grass or plant which is damaged, diseased or dies is promptly replaced, where practicable, with grass or a plant of the same species and similar size or with another plant as agreed with the Owners Corporation;
  - (iii) the planter box is properly maintained and kept in a state of good repair in accordance with the directions given by the Owners Corporation from time to time;
  - (iv) the protective membrane located beneath the planter box is not interfered with or damaged;
  - (v) in watering plants on any Balcony adjoining the Lot, an Owner or Occupier must be careful not to detrimentally affect Common Property or any other Lot and will not have a mechanical watering system installed on a Lot; and
  - (vi) the planter box is of a type approved by the Community Association and the Owners Corporation.
- (b) If an Owner or Occupier fails to comply with this **by-law 22** the Owners Corporation may give notice requiring compliance.
- (c) If an Owner or Occupier fails to comply with a notice given under this **by-law 22**, the Owners Corporation or the Building Manager, if one has been appointed, may at the expense of the Owner or Occupier, carry out works reasonably necessary to ensure compliance with this **by-law 22**.
- (d) Any expense incurred by the Owners Corporation or the Building Manager under this **by-law 22** is recoverable as a debt against the Owner or Occupier in a court or tribunal of competent jurisdiction.
- (e) The area hatched and identified as '(R2)' on the plan set out in **Annexure 2** to these by-laws is Restricted Common Property.

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- (f) The Owners Corporation may enter into arrangements with the Community Association for the Community Association to maintain the Restricted Common Property.

## 23 EMERGENCY COMMITTEE

- (a) The executive committee of the Owners Corporation has the power to establish an emergency management committee for the 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 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 Building during an emergency; and
    - (B) the correct and effective use of the portable fire extinguishers located around the Building under real fire conditions.

## 24 OCCUPATIONAL HEALTH AND SAFETY

An Owner or Occupier of a Lot must not create any hazard that may breach occupational health and safety standards. This by-law refers to occupational health and safety standards referable to Australian Standards or under the provisions of the *Work Health and Safety Act 2011* (NSW) and associated regulations.

## 25 PROVISION OF AMENITIES OR SERVICES

- (a) The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:
  - (i) security;
  - (ii) window cleaning;
  - (iii) garbage disposal and recycling services;
  - (iv) electricity, water or gas supply;
  - (v) telecommunication services (for example, cable television); and
  - (vi) other essential services.
- (b) If the Owners Corporation makes a resolution referred to in **by-law 25(a)** to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the

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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.

## 26 CLEANING OF WINDOWS AND DOORS

- (a) An Owner or Occupier of a Lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:
  - (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
  - (ii) that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.

## 27 OUTDOOR FURNITURE AND OTHER ITEMS

- (a) An Owner or Occupier must not place or maintain outdoor furniture, garden or planter boxes, pot plants, recreational equipment or barbecues on the Balcony of a Lot unless:
  - (i) it is of a type approved by the Community Association and the Owners Corporation;
  - (ii) the item will not cause damage to a Lot or Common Property; and
  - (iii) the item is not dangerous,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 remove items from a Balcony that are not Common Property and replace them so that the Owners Corporation may inspect, repair or replace Common Property.

## 28 SECURITY KEYS AND ALARMS

- (a) The Owners Corporation may make Rules about the issue and use of Security Keys.
- (b) If an Owner requires an additional set of Security Keys for the purpose of passing over Common Property and car parking driveways as necessary to access their Lot, then the Owners Corporation shall make an additional set available to the Owner at the cost of the Owner.
- (c) The Owners Corporation may charge a fee or request a bond for the provision of more than one set of Security Keys.
- (d) The Owner must ensure that Security Keys are kept safe at all times and must not procure copies of any Security Keys to be made.

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- (e) 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:
  - (i) the alarm has "back to base" facilities;
  - (ii) the alarm is silent; and
  - (iii) the alarm does not have flashing lights.

## 29 RESTRICTING ACCESS

- (a) The Owners Corporation may for security reasons or effective control and management of the Building:
  - (i) 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; and
  - (ii) restrict by security device access to levels in the Building where an Owner and Occupier does not own or occupy a Lot or have exclusive use rights over Common Property.
- (b) The Owners Corporation may, to facilitate the effective supply of electricity to the Building, enter into an agreement for use by an electricity supplier of parts of the Common Property which are not required for access to any Lot.

## 30 CAR PARKING SPACES

- (a) If a Lot includes a space for car parking, such space (**Car Parking Space**) must only be used for the parking of registered and operational motor vehicles and motor cycles and must not be used for any other purpose, including:
  - (i) as a storage area;
  - (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 approval of the Owners Corporation, install or erect any storage facility, whether fixed or moveable, within a Car Parking Space.
- (c) A Car Parking Space must not, except with the prior approval of the Owners Corporation, be enclosed. This by-law does not apply to any car parking space which is enclosed by the Developer prior to registration of the Strata Plan.
- (d) The Owners Corporation is not responsible for:
  - (i) anything stolen from a Car Parking Space; or

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- (ii) damage to a motor vehicle, a motor cycle or anything else in a Car Parking Space, including, damage to a motor vehicle or a motor cycle entering or leaving the Car Parking Space.
- (e) An Owner or Occupier must not stand or park any motor vehicle, other vehicle (such as a trailer or other motorised conveyance) or any other object on Common Property (including any visitor parking space, disability parking space or other car parking area), other than a Car Parking Space.
- (f) An invitee of an Owner or Occupier:
  - (i) may stand or park any motor vehicle in any visitor parking space that comprises Common Property, but for no longer than one continuous 72 hour period; and
  - (ii) must not stand or park any motor vehicle or other object (such as a trailer) in any other Common Property or Car Parking Space, other than the Car Parking Space.
- (g) An Owner or Occupier must not at any time be allocated, sold or leased any visitor parking space. Visitor parking spaces must be retained by the Owners Corporation as part of the Common Property for use in accordance with this **by-law 30**.

## 31 FIRE SAFETY REQUIREMENTS AND STORAGE SPACES

- (a) 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.
- (b) 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 31(a)**.
- (c) An Owner or Occupier stores items in the Storage Space at their own risk and releases the Owners Corporation against any loss suffered by an Owner or Occupier due to damage caused to items stored in a Storage Space due to water passing through the Storage Space or for any other reason.

## 32 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 must not, except with the prior approval of the Owners Corporation, remove or replace External Flooring or otherwise interfere with, or damage, the protective membrane located beneath External Flooring.
- (c) An Owner 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

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or death of, or injury to, any person arising out the Owner's failure to comply with this by-law 32.

## 33 EXTERNAL SCREENING DEVICES

- (a) External Screening Devices are Common Property and are to be maintained by the Owners Corporation.
- (b) An Owner or Occupier whose Lot is serviced by an External Screening Device must only operate the External Screening Device in the manner for which it was designed.
- (c) An Owner or Occupier must not, except with the prior approval of the Owners Corporation, remove, replace, damage or otherwise interfere with an External Screening Device.

## 34 SMOKING

An Owner or Occupier of a Lot must not smoke cigarettes or cigars on Common Property and shall ensure that cigarette or cigar smoke does not pass from the Owner's Lot or the Occupier's Lot to another Lot.

## 35 FIRE ALARMS

An Owner or Occupier of a Lot shall reimburse the Owners Corporation for any amount charged to the Owners Corporation by Fire and Rescue NSW (or other similar or replacement body) as a result of Fire and Rescue NSW attending a Lot or the Common Property in response to a fire alarm which is activated by the actions of a Lot Owner or Occupier and determined by Fire and Rescue NSW to be a 'false alarm'.

## 36 RECOVERY OF COSTS

- (a) If the Owners Corporation incurs costs because of an Owner Action, the Owners Corporation may require the Owner to reimburse the Owners Corporation for an amount equivalent to the cost incurred by the Owners Corporation arising from the Owner Action.
- (b) If the Owner fails to comply with a request made by the Owners Corporation in accordance with **by-law 36(a)** within 30 days of that request being made, the Owners Corporation may recover the amount from the Owner as a debt due and payable at the Owners Corporation's direction as a contribution according to section 86 of the Act, and which, if unpaid within one month of being due will bear interest at the rate of 10% per annum until paid.



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## Schedule 1 - Architectural Code

### 1. General

The Building, excluding apartment interiors, is to be maintained as originally designed and constructed in accordance with the approved plans issued by either the Department of Planning or City of Ryde Council.

### 2 Façade

#### (a) Cleaning and Maintenance

(i) The Owners Corporation is responsible for:

- (1) cleaning all inaccessible parts of the façade; and
- (2) maintaining and repairing the entire façade in accordance with the manufacturers' recommendations and maintenance schedule as noted within the maintenance and operations manual.

(ii) Owners are responsible for regular cleaning of the elements of the façade that are within their Lot and accessible by the Owner without risk to safety.

#### (b) Prohibited:

- (i) Screening or enclosure of Balconies and loggias by any means other than the External Screening Devices, balustrades, pergolas and the like (as originally designed and constructed). Owners are permitted to install additional building external screening devices as long as they are the same specification and colour as the External Screening Device (as originally designed and constructed) (subject to Owners Corporation approval).
- (ii) Installation of additional materials to External Screening Devices, balustrades and pergolas (as originally designed and constructed) including but not limited to shadecloth, fabric, plastic, film and the like.
- (iii) Removal or modification of the External Screening Devices, balustrades, pergolas and the like (as originally designed and constructed).
- (iv) Alteration of the external surfaces of the Building including but not limited to painting, erecting lattice, screens, fabric, cladding or the like.
- (v) Alteration of the external glazing system including alteration to glass type or performance, installation of tinted or frosted film to glass, drilling, fixing to, cutting or painting the aluminium framing or alterations affecting the weather resistant flashings and seals.

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## 3 Window treatments

### (a) General Requirements

- (i) This Architectural Code does not require installation of window treatments, however, in the event that window treatments are installed they must comply with this Architectural Code.
- (ii) In this clause, any reference to a 'window' includes any fixed glass, awning window, sliding or bi-fold door not concealed from view from outside the Building by a fixed external shading device.

### (b) Permissible Window Treatments

#### (i) Roller Blinds and/or Curtains

- (1) Roller blinds, plantation shutters and curtains shall comply with the following requirements:
  - (A) Density may be 'sheer', 'translucent' or 'blackout'.
  - (B) Colour must be white. Colours other than white are not acceptable.
  - (C) Roller blinds, plantation shutters and curtains must not present any visible patterns to the exterior of the building.
  - (D) In any one apartment all roller blinds, plantation shutters and curtains installed on windows located in the same external wall of the Building must be of the same density and colour. Where an apartment has windows in more than one external wall of the building (ie a corner apartment), the Owner may select an alternative density from the above range for those windows.
- (2) Installation and Manufacture of Roller Blinds and Curtains:
  - (A) The gap between any two installed roller blinds, plantation shutters or curtains must align with the location of vertical mullions in the window, except where this is not possible due to the nature of the construction of the building.
  - (B) Subject to (D) below, roller blinds, plantation shutters and curtains must be fixed at the top of any window and have a drop sufficient to cover the full extent of the glass.
  - (C) Subject to (D) below, sufficient roller blinds, plantation shutters or curtains must be installed to cover the whole of any window. Partial installation to only one part of a window is not permitted.
  - (D) In windows which have a transom up to 1.2m above the floor, blinds, plantation shutters and curtains may be installed to the underside of the transom and cover only the lower portion of the window.

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- (E) In order to enhance privacy the Owner may install two layers of roller blinds or curtains each consisting of a different density as described above. However, if this is done then the installation of both layers must comply with these requirements.
- (c) Prohibited Internal Window Treatments:
  - (i) Any window treatment that is not a roller blind, plantation shutter or curtain, including but not limited to vertical blinds, louvres, shutters and venetian blinds.
  - (ii) Any temporary or improvised window covering including but not limited to sheets, paper, plastic and the like.
- (d) Glass Balustrades

Glass balustrades have been designed with a specific tint to provide a level of screening to balustrades when viewed from the outside of the building. No other glass balustrade treatments are approved.

## 4 Terraces, courtyards, balconies and loggias

- (a) All furniture, planter boxes, pots, BBQs and the like which may be placed on a Balcony or loggia shall be:
  - (i) of a high quality and finish and consistent with the high quality appearance of the Building; and
  - (ii) adequately weighted or fixed to avoid being blown off.
- (b) Balconies and loggias shall be maintained in a neat and orderly state at all times.
- (c) The Owner is responsible for:
  - (i) Cleaning, maintenance, repair and replacement of timber decking and paving;
  - (ii) Cleaning the external floor waste located either beneath the timber decking or beneath pebbles in courtyards to ensure it is not blocked and allows the Balcony or loggia to drain freely; and
  - (iii) Cleaning, maintenance, repair and replacement of any water feature and associated plant and equipment within their Lot.
- (d) Prohibited:
  - (i) Storage of any items other than appropriate household items, homewares, furniture, BBQs, planters and the like.
  - (ii) Placement of heavy objects other than in accordance with this Architectural Code.

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- (iii) Placement of plant or equipment.
- (iv) Hanging clothes, washing or the like that is visible from outside the Building.
- (e) Landscaping to Balconies and Loggias
  - (i) Landscaping and planting shall be maintained in a neat and healthy state at all times.
  - (ii) Landscaping and planting shall not overhang the Balcony or loggia.
  - (iii) Watering of landscaping shall not cause water to enter or cause damage to another Lot or Common Property.
- (f) Landscape Planters to Courtyards
  - (i) The Owner is responsible for:
    - (1) Maintaining the original planting in a healthy state and weeding, pruning and cleaning as required to keep the landscaping in a presentable condition consistent with the appearance of the Common Property landscaping.
    - (2) Replacing plants in poor health with plants of similar species and size.
  - (ii) Prohibited
    - Removal of any existing plant with the exception of removal for the purpose of replacement of an existing plant in poor health.
- (g) Fencing
  - (i) Prohibited
    - Installation of additional materials to fences including but not limited to shadecloth, fabric, plastic, film and the like.

## 5 Lighting

- (a) The Owner is responsible for maintaining and replacing globes in external lights in loggias and Balconies.
- (b) All external lights and internal lights visible from outside the Building are to use 'warm white' globes.
- (c) Prohibited - installation of additional lighting in loggias or Balconies.

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## 6 Modifications affecting acoustic performance requirements

- (a) Any proposed modifications to the Building including but not limited to:
  - (i) walls, floors and ceilings;
  - (ii) floor finishes such as carpet, timber, tiles and the like;
  - (iii) wall and ceiling linings such as plasterboard; and
  - (iv) plant and equipment including but not limited to Fan Coil Units (FCUs), exhaust fans and common plant and equipment;

shall comply with the Flooring Guidelines and requirements of the latest version of any acoustic consultant's report held by the Owners Corporation.

## 7 Basement storage cages

- (a) Storage cages shall be maintained in a neat and orderly state at all times.
- (b) Prohibited:
  - (i) Screening or enclosure by any means other than the original mesh cage and black shade cloth which may be installed to the inside face of cages up to a height of 1800mm.
  - (ii) Installation of additional materials including but not limited to, fabric, plastic, film and the like.
  - (iii) Restriction of air flow to supply and exhaust grilles and plenums by any means.
  - (iv) Placement of any object within the required clearance zone around fire sprinklers.
  - (v) Storage of flammable liquids, chemicals, corrosive materials, solvents, pesticides, poisons and the like.
  - (vi) Storage of perishable foodstuffs or organic matter.

## 8 Basement car spaces

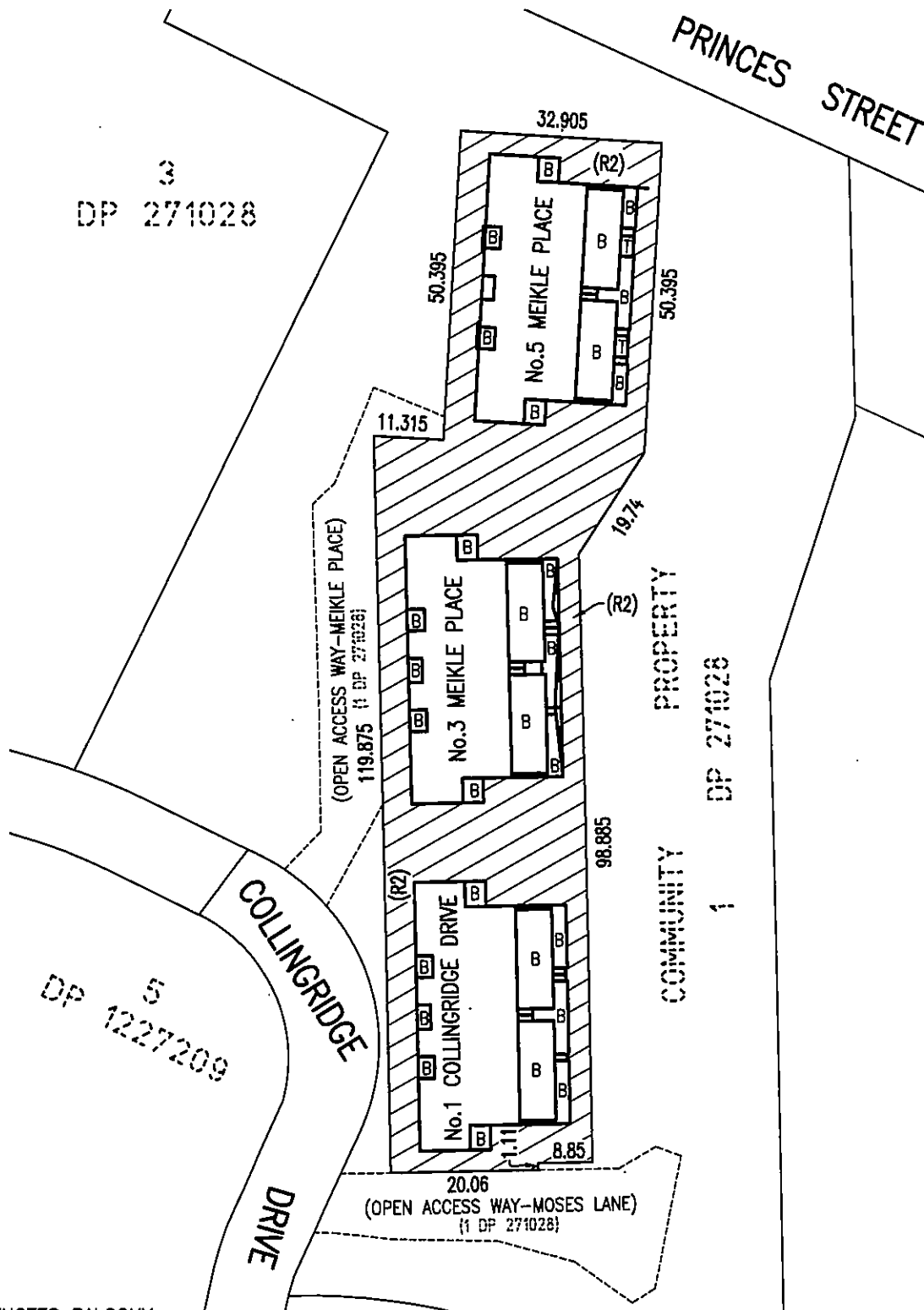
- (a) Car Parking Spaces shall be maintained in a neat and orderly state at all times.
- (b) Prohibited:
  - (i) Screening or enclosure by any means.
  - (ii) Storage of any objects other than a registrable motor vehicle.

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## Schedule 2 – Restricted Common Property Plan

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ePlan




B - DENOTES BALCONY  
 T - DENOTES TERRACE

 - AREA SHOWN HATCHED (R2) DENOTES RESTRICTED COMMON PROPERTY

DATE	BY	REVISION	ISSUE


 Liability limited by a scheme approved under Professional Standards Legislation

<b>BYLAW SKETCH PLAN                  PLAN SHOWING EXTENT OF                  RESTRICTED COMMON PROPERTY (R2)                  "CANOPY"</b>		Suite 301, Level 3, 55 Holt Street Surry Hills NSW 2012 PO Box 1807 Strawberry Hills NSW 2012 t: (02) 9212 4655 f: (02) 9212 5254 email: linker@linkersurveying.com.au web site: www.dennylinker.com.au	DATE: 13.02.17 DRAWN: TM/DK RATIO: 1:1000 REF.: 140205 ISSUE: 1
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EXECUTED by FRASERS PUTNEY )  
PTY LTD (ACN 141 477 750) by its Attorney )  
under Power of Attorney Book 4710 No 12 )  
dated 24 June 2016 in the presence of: )

  
\_\_\_\_\_

Signature of Witness

ROBERT CAUCHI

Name of witness (print)

  
\_\_\_\_\_

Signature of Attorney

MATTHEW VAN RISSWIJK

Name of Attorney (print)

LEVEL 2, 1C HOMEBUSH BAY DRIVE

Address of Witness RHODES NSW 2138

REGISTERED  01.05.2017