

Strata Plan 98812

18 ODEA AVENUE WATERLOO

The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 29/11/2019

1 About the by-laws

1.1 Purpose of the by-laws

The by-laws regulate the day-to-day management and operation of the Building. They are an essential document for the Owners Corporation and everyone who owns or occupies an Apartment.

1.2 Who must comply with the by-laws?

Owners and Occupiers must comply with the by-laws. The Owners Corporation must comply with the by-laws.

2 Strata Management Statement

2.1 Purpose

The Strata Management Statement regulates the management and operational issues affecting the Building and the various components of Waterfall by Crown Group. It contains requirements (in addition to these by-laws) with which you and the Owners Corporation must comply including:

- (a) requirements for the use and operation of Shared Facilities; and
- (b) the apportionment of costs for Shared Facilities; and
- (c) insurance requirements.

2.2 Who must comply with the Strata Management Statement

You and the Owners Corporation must comply with the Strata Management Statement.

2.3 Copies of the Strata Management Statement

You should contact the Strata Manager if you would like a copy of the Strata Management Statement, at your cost.

2.4 Building Management Committee

(a) The Building Management Committee is established under the Strata Management Statement to administer issues affecting the Building and the various components of Waterfall by Crown Group. The Owners Corporation is a member of the Building Management Committee.

(b) The Strata Committee is authorised to appoint a representative to represent and vote for the Owners Corporation at meetings of the Building Management Committee. That representative may be a member of the Strata Committee. If the Strata Committee does not appoint a representative, the Owners Corporation must, by special resolution according to the Development Act, appoint a representative to represent and vote for it at meetings of the Building Management Committee.

2.5 Consents under the Strata Management Statement

Nothing in the by-laws gives you or the Owners Corporation consent to do anything which is prohibited or regulated by the Strata Management Statement. A consent under the by-laws does not relieve you or the Owners Corporation from obligations to obtain consents under the Strata Management Statement.

2.6 Inconsistencies between the by-laws and the Strata Management Statement

If there is an inconsistency between a by-law and the Strata Management Statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with the Strata Management Statement.

2.7 Retail and commercial components of Waterfall by Crown Group

(a) Waterfall by Crown Group contains residential, retail and commercial components. Owners and Occupiers of premises in the retail and commercial components will, subject to compliance with the by-laws for the retail or

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commercial strata scheme (if any) and the Strata Management Statement, be entitled to use their lots for any purpose approved by Council and other Government Agency having jurisdiction, which may include uses that have outdoor seating areas.

(b) The hours of use of the retail and commercial premises and any associated outdoor seating areas will be as permitted by Council but subject to any limits in the strata by-laws for the retail or commercial strata scheme (if any) and in the Strata Management Statement.

3 Common Property Rights By-Laws

3.1 Purpose of the Common Property Rights By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Common Property Rights By-Laws make Owners responsible for the Common Property which they exclusively use or have the benefit of.

3.2 Interpreting this by-law

In this by-law, "you" means an Owner who has the benefit of a Common Property Rights By-Law.

3.3 How to change a Common Property Rights By-Law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel a Common Property Rights By-Law with the written consent of each Owner who benefits (or will benefit) from the Common Property Rights By-Law; and
- (b) amend or cancel this by-law only with the written consent of each Owner who benefits from a Common Property Rights By-Law.

3.4 Occupiers may exercise rights

You may allow another Owner or an Occupier to exercise your rights under a Common Property Rights By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Common Property Rights By-Law.

3.5 Regular accounts for your costs

If you are required under a Common Property Rights By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

- (a) include those amounts in notices for your administrative fund or capital works fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

3.6 Repairing damage

You must repair damage you cause (or someone acting on your behalf causes) to Common Property or the property of another Owner or Occupier when exercising your rights or complying with your obligations under a Common Property Rights By-Law.

3.7 Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under a Common Property Rights By-Law.

3.8 Additional insurances

In addition to your obligations under by-law 31 (Insurance premiums), you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under a Common Property Rights By-law.

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4 Your behaviour

4.1 What are your general obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of an Apartment or Common Property by another Owner or Occupier; or
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or
- (c) smoke cigarettes, cigars or pipes or use electronic cigarettes, personal vaporisers or electronic nicotine delivery systems while you are on Common Property or allow smoke or vapour from them to enter Common Property or any other Apartment; or
- (d) obstruct the legal use of Common Property by any person; or
- (e) do anything in the Building which is illegal; or
- (f) do anything which might damage the good reputation of the Owners Corporation or the Building.

4.2 Complying with the law

You must comply on time and at your cost with all laws relating to:

- (a) your Apartment; and
- (b) the use of your Apartment; and
- (c) Common Property to which you have a licence, lease or a right to use under a Common Property Rights By-Law. The laws with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

5 You are responsible for others

5.1 What are your obligations?

You must:

- (a) take all reasonable actions to ensure your visitors comply with the by-laws and the Strata Management Statement; and
- (b) make your visitors leave the Building if they do not comply with the by-laws or the Strata Management Statement; and
- (c) take reasonable care about who you invite into the Building or Waterfall by Crown Group; and
- (d) accompany your visitors at all times, except when they are entering or leaving the Building or Waterfall by Crown Group.

You must not allow another person to do anything which you cannot do under the by-laws or the Strata Management Statement.

5.2 Requirements if you lease your Apartment

If you lease or license your Apartment, you must:

- (a) provide your tenant or licensee with an up-to-date copy of the by-laws and the Strata Management Statement;
- (b) give the Owners Corporation the name, telephone number and email address of your lessee or licensee;
- (c) ensure that your tenant or licensee and their visitors comply with the by-laws and the Strata Management Statement;
- (d) include in the lease or licence provisions specifically requiring your tenant or licensee to:
 - (i) comply with by-law 6.23 (Occupancy limits); and
 - (ii) comply with by-law 6.24 (No short term letting);and include a provision recoding that breach of those provisions will be a material breach entitling you to terminate the lease without notice; and
- (e) take all action available to you, including action under the lease or licence agreement, to make them comply or leave the Building.

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6 Your obligations

6.1 Strata Management Statement

You must comply with the provisions of the Strata Management Statement in addition to these By-Laws.

6.2 General obligations

You must:

- (a) keep your Apartment clean and tidy and in good repair and condition; and
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or the Strata Management Statement which service your Apartment (whether or not you made the installation or alteration); and
- (c) notify the Owners Corporation if you change the existing use of your Apartment in a way which may affect its insurance policies or premiums; and
- (d) notify the Building Management Committee if you change the existing use of your Apartment in a way which may affect its insurance policies or premiums; and
- (e) at your expense, comply with all laws about your Apartment, including requirements of Government Agencies.

6.3 When you will need consent from the Building Management Committee

Subject to your rights under the by-laws, you must have consent from the Building Management Committee to:

- (a) carry out Building Works which will affect Shared Facilities or the external appearance of Waterfall by Crown Group; or
- (b) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Apartment if they are visible from outside your Apartment or Waterfall by Crown Group; or
- (c) install an intruder alarm with an audible signal.

6.4 When will you need consent from the Owners Corporation?

Subject to the by-laws and the Strata Management Statement, you must have consent from the Owners Corporation to:

- (a) carry out Building Works; or
- (b) keep anything in your Apartment which is visible from outside the Apartment and is not in keeping with the appearance of the Building; or
- (c) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Apartment if they are visible from outside your Apartment or the Building; or
- (d) install an intruder alarm with an audible signal;
- (e) attach or hang an aerial or wires outside your Apartment or the Building;
- (f) enclose your carspace; or
- (g) store anything in your car space (other than a vehicle).

6.5 Floor coverings

If you are an Owner, you must keep the floors in your Apartment covered or treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.

6.6 Changing floor coverings

You must have consent from the Owners Corporation to change, remove or interfere with floor coverings in your Apartment or to change, remove or interfere with treatments in your Apartment that assist to prevent the transmission of noise which might unreasonably disturb another Owner or Occupier. When seeking consent to change, replace or interfere with floor coverings or acoustic treatments you must give the Owners Corporation evidence to their reasonable satisfaction (which may include an acoustic consultant's report) that the replacement or changed floor covering and acoustic treatment will provide the same or better noise insulation. The Owners Corporation must not unreasonably withhold or delay its consent. On completion of the installation, you must give the Owners Corporation certification to their reasonable satisfaction (which may be an acoustic consultant's

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certificate) that the new floor covering and acoustic treatment does provide the same or better noise insulation than the replaced floor covering or acoustic treatment. The Strata Committee is empowered to perform the Owners Corporation's functions under this by-law 6.6.

6.7 Window tinting

You must have consent from the Building Management Committee to affix window tinting or other treatments to the internal or external surfaces of windows and glass doors in your Apartment. All window tinting must comply with the window glass manufacturer's recommendations for the application of tinting.

6.8 Window coverings

The colour of the backing of blinds, louvres, shutters, curtains or other window coverings in your Apartment must be white or off-white or another colour approved by the Owners Corporation. Window coverings in your Apartment must be of a type and quality that does not detrimentally affect the operation of an air conditioning unit servicing your apartment or the energy efficiency of the Building. The spacing between the window coverings and the window glass must comply with the window glass manufacturer's recommendations for such spacing.

6.9 Sun shades

You must not install a sun shade, sun blind, awning or other sun shading device in your Apartment or on Common Property.

6.10 Insect screens

You must have consent from the Owners Corporation to install insect screens that are visible from outside your Lot or the Building. If you have consent, they must be in the same colour as the frame of the window or door that they are affixed to and, where applicable, must have black mesh.

6.11 Cleaning external louvre screens and windows

Subject to by-law 6.12 Rights of the Owners Corporation to clean external louvre screens and windows), you must clean the internal and external surfaces of louvre screens, glass in windows and doors of your Apartment (even if they are Common Property). However, you do not have to clean the louvre screens, glass in windows, balustrades or doors that you cannot access safely.

6.12 Rights of the Owners Corporation to clean external louvre screens and windows

The Owners Corporation must clean the external louvre screens that can't be safely accessed, external glass surfaces of windows and balustrades that can't be safely accessed, and doors in the Building. If the Owners Corporation resolves to clean glass in your Apartment, you are excused from your obligations under by-law 6.10 (Cleaning louvre screens and windows) for the period the Owners Corporation resolves to clean the glass.

6.13 Apartment entry doors

To ensure compliance with the fire safety requirements for the Building, you may not install a security screen door or similar screen to any entry door of your Apartment.

6.14 Drying your laundry

You must not hang laundry, bedding or other articles on the Balcony of your Apartment or in an area that is visible from outside your Apartment.

6.15 Common Property areas

You must not litter Common Property or place or store anything on Common Property without the consent of the Owners Corporation.

6.16 Rights of the Owners Corporation to access Apartments

You must give the Owners Corporation and contractors engaged by the Owners Corporation reasonable access to your Apartment to enable the Owners Corporation to perform its obligations and exercise its rights. Except in an

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emergency, the Owners Corporation must give you reasonable notice of the required access.

6.17 Access to Common Property

You must at all times and on reasonable notice (except in an emergency) give the Owners Corporation unimpeded access to Common Property (including the Common Property building facade and windows) that is accessible through your Apartment.

6.18 Television antennae

You must not install a television antenna, satellite dish or other aerial to the exterior of your Lot or on any part of the Building.

6.19 Children

You must not permit children to play on Common Property or to be unsupervised by adult when they are on Common Property.

6.20 Planter boxes

(a) If you have a planter box, you must maintain the planting in your planter box in a neat and tidy condition.

(b) If you have a planter box that is adjacent to the Common Property landscaping and planter boxes, you must maintain the planting in your planter box in keeping with the planting in the adjacent Common Property planter box.

(c) You must give the Owners Corporation and contractors engaged by the Owners Corporation reasonable access to your Apartment to enable the Owners Corporation to access and maintain Common Property planter boxes whether or not they are adjacent to your Apartment.

6.21 Water features

You must not, and you must ensure that your invitees do not, paddle, wade or swim in any waterfall, water feature or pond in the Waterfall by Crown Group, and you must not place or pour anything into a waterfall, water feature or pond.

6.22 On-street parking permits

You must advise any prospective purchaser, licensee or tenant that occupier of Apartments are not eligible to participate in any existing or proposed Council on-street parking permit scheme.

6.23 Occupancy limits

You must not:

(a) permit your Apartment to be occupied by more adults than two adults per bedroom in your Apartment;

(b) permit any bedroom in your Apartment to be occupied by more than two adults; and

(c) have more than two beds (other than children's beds or bassinets) in any bedroom.

If the Owners Corporation receives a complaint about a breach of this by-law, you must give the Owners Corporation or its delegate immediate access to your Apartment for the purpose of monitoring compliance with this by-law.

6.24 No short term accommodation

You must not:

(a) lease your Apartment for any lease period shorter than 3 months;

(b) grant a licence for the use of any part of your Apartment for any licence period shorter than 3 months;

(c) use any part of your apartment for any transient or holiday accommodation use;

(d) advertise your Apartment for use as short term, transient or holiday accommodation or arrange for it to be used as shared accommodation;

(e) permit an agent or the Building Manager to advertise your Apartment for use as short term, transient or holiday accommodation or arrange for it to be used as shared accommodation;

(f) use your Apartment or allow it to be used for any use or purpose in breach of any planning instrument or

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control that applies to the Building or your Apartment, including, without limitation under the Environmental Planning and Assessment Act 1979 as amended or replaced from time to time;

(g) conduct from or within your Apartment or the Building any business commercial activity that generates regular movement of people or goods through the Building, and, in particular, must not conduct any commercial laundry supply or cleaning service or any furniture supply or rental service from your Apartment or the Building; or

(h) advertise the conduct of any activity or the provision of any service prohibited by this by-law.

6.25 Fire alarms

(a) You must not do anything in your Apartment or the Building that may activate the smoke detector in your Apartment and the fire alarm for the Building or for Waterfall by Crown Group. When cooking in your Apartment you must ensure your Apartment is well ventilated to ensure the smoke detector and fire alarm are not activated. If you do activate the fire alarm and the Owners Corporation incurs a "false alarm" charge, the Owners Corporation will be entitled to recover that charge from you on demand or by including the charge in your levy statement.

(b) You must ensure that the smoke detectors in your Apartment are at all times in good working order, and you must not do anything to deactivate any of the smoke detectors in your apartment.

7 The Balcony of your Apartment

7.1 What may you keep on a Balcony?

You may keep pot plants, landscaping, occasional furniture and outdoor recreational equipment on the Balcony of your Apartment if:

- (a) it is a type approved by the Owners Corporation;
- (b) it is a standard commensurate with the standard of the Building;
- (c) it will not detract from the outward appearance of the Building;
- (d) it will not (or is not likely to) cause damage;
- (e) it will not (or is not likely to) blow off the Balcony; and
- (f) it is not (or is not likely to become) dangerous.

7.2 Access to Balconies

To enable the Owners Corporation to inspect, repair or replace Common Property, you must allow the Owners Corporation access to your Balcony at all reasonable times, with or without tools and equipment.

7.3 Removing items from a Balcony

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require you, at your cost, to temporarily remove and store items from the Balcony of your Apartment that are not Common Property.

7.4 Enclosing a Balcony

You must not enclose the Balcony of your Apartment.

7.5 Facade access

You must give the Owners Corporation and its contractors access to your Lot, including your Balcony, for the purpose of cleaning, maintaining and repairing the Building facade.

8 Storing and operating a barbeque

8.1 Storing and operating a barbeque

You may store and operate a portable barbecue on the Balcony of your Apartment if:

- (a) it is a type permitted under this by-law⁸;
- (b) it will not detract from the outward appearance of the Building;

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- (c) it will not (or is not likely to) cause damage or injury;
- (d) you keep it covered when your are not operating it; and
- (e) you keep it clean and tidy.

8.2 Permitted barbecues

The types of barbecues permitted are:

- (a) a covered kettle style portable barbecue; or
- (b) a covered gas or electric portable barbecue; or
- (c) any other type approved by the Owners Corporation.

Solid fuel burning barbeques are prohibited.

8.3 Hours of operation

You may operate a barbecue only during the hours of 8.00 am and 10.00 pm (or during other hours approved by the Owners Corporation).

8.4 No nuisance

If you use a portable barbecue on the Balcony of your Apartment, you must not create smoke, odours or noise that causes a nuisance to or interferes unreasonably with another Owner or Occupier.

9 Keeping an animal

9.1 What animals may you keep?

(a) Subject to this by-law 9, you may keep:

- (i) goldfish or other similar fish in a fish tank or indoor aquarium in accordance with by-law 9.2;
- (ii) canaries, budgerigars or similar birds kept indoors at all times;
- (iii) one domestic cat or one small size dog that does not exceed 12.5 kilograms in weight when fully grown; and
- (iv) provided it is registered under the Companion Animals Act 1998 (NSW), a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you needs the dog or other animal because of a visual disability, a hearing disability or any other disability. You must give evidence of such registration to the Owners Corporation before the animal is brought into Waterfall by Crown Group and on request by the Owners Corporation.

(b) You must have the Owners Corporation's consent to keep any other animal (including a dog that weighs more than 12.5 kilograms). The Owners Corporation is not obliged to give its consent to you keeping any other animal in the Building.

(c) You must give the Owners Corporation a photograph and the details of any cat or dog that you keep, including the animal's age, breed, colour and evidence of vaccinations, as well as any other information that the Owners Corporation requests.

9.2 Fish

You may keep a goldfish or other similar fish in a fish tank or indoor aquarium provided that:

- (a) the fish tank or indoor aquarium is approved by the Owners Corporation prior to installation; and
- (b) you produce enough information including information regarding the drainage system, weight, capacity and size of the fish tank or indoor aquarium to put the Owners Corporation in a position to make a reasonable assessment of the likely impact of the fish tank or indoor aquarium on the structural integrity of the structure below your apartment; and
- (c) you pay for the cost of an engineer's report on the likely impact on the structural integrity of the structure below your apartment where, in the reasonable opinion of the Owners Corporation, such a report is warranted in order for them to reach a decision on whether you may keep a fish in a fish tank or indoor aquarium.

9.3 Dogs

The Owners Corporation will not give you consent to keep:

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- (a) any dog that exhibits a tendency toward being vicious, aggressive, noisy or difficult to control;
- (b) a dog that is not registered under the Companion Animals Act 1998 (NSW); or
- (c) a dangerous, nuisance or restricted dog under the Companion Animals Act 1998 (NSW).

9.4 Controlling your animal

(a) Subject to by-law 9.5 ("Restraining your animal"), if you keep an animal under this by-law you must ensure that the animal does not wander onto:

- (i) another Apartment; or
- (ii) Common Property.

(b) You must ensure that your animal does not make any noise that causes unreasonable disturbance or interferes with the reasonable quiet enjoyment of any other Owner or Occupier, including, without limitation, intermittent or ongoing noise that is audible in another Apartment.

9.5 Restraining your animal

If it is necessary to take your animal onto Common Property or any part of Waterfall by Crown Group (eg to transport it out of Waterfall by Crown Group), you must carry or restrain it (eg by pet cage) and control it at all times.

9.6 Conditions for keeping an animal

The Owners Corporation may make conditions if it gives you consent to keep an animal. If you do not comply with any conditions made by the Owners Corporation when giving you consent to keep an animal, the Owners Corporation may order you to remove the animal from the Building.

9.7 Cleanliness

If you keep any animal or other pet, you must:

- (a) ensure that your pet is kept in clean and hygienic condition;
- (b) ensure that your dog or cat or other pet does not defecate or urinate anywhere other than in a pet litter tray or box;
- (c) keep any pet litter tray or box clean and odour free;
- (d) ensure no pet related odours are at any time emitted from your Apartment (including your Balcony); and
- (e) not allow any pet faeces, urine or hair or pet litter tray contents to enter the Building drainage system from your Balcony.

9.8 Orders to remove your animal

The Owners Corporation has the right at any time to order you to remove your animal if:

- (a) you do not comply with any conditions imposed by the Owners Corporation when giving you consent to keep the animal;
- (b) you do not comply with by-law 9.7 (Cleanliness);
- (c) you do not comply with by-law 9.4 (Controlling your animal);
- (d) it becomes offensive, vicious, aggressive, noisy or a nuisance;
- (e) your dog is a dangerous, nuisance or restricted dog under the Companion Animals Act 1998 (NSW); or
- (f) your dog is kept pursuant to by-law 9.1(a)(iv) and is not registered under the Companion Animals Act 1998 (NSW).

9.9 Responsibility for animal

You are responsible to other Owners and Occupiers and people using Common Property or other parts of Waterfall by Crown Group for:

- (a) any noise your animal makes which causes unreasonable disturbance or interferes with the reasonable quiet enjoyment of any other Owner or Occupier; and
- (b) damage to or loss of property or injury to any person caused by your animal; and
- (c) cleaning up after your animal.

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9.10 Notice by Owners Corporation

In addition to its powers under the Management Act, the Owners Corporation has the power to issue you with a written notice if your animal continues to defecate on:

- (a) another Apartment; or
- (b) Common Property,

after a warning has been given to you by the Owners Corporation.

9.11 Your visitors

You must not allow a visitor to bring an animal into Waterfall by Crown Group unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and your visitor needs the dog or other animal because of a visual disability, a hearing disability or any other disability.

10 Erecting a Sign

10.1 Your obligations

You must not erect a sign in your Apartment or on Common Property.

10.2 The Developer

The Developer does not need consent from the Owners Corporation or the Building Management Committee to erect and display "For Sale" or "For Lease" signs on Common Property or in an Apartment which you do not own.

11 Moving and delivering furniture and goods

11.1 What are your obligations?

You must:

- (a) make arrangements with your Owners Corporation at least 48 hours before you move furniture and or other large items through your Strata Scheme;
- (b) load and unload deliveries of furniture or other large items in the Loading Dock;
- (c) use the lift nominated by the Owners Corporation (with protective wall blankets fitted) to move furniture or other large items;
- (d) move furniture and other large articles through the Strata Scheme according to the instructions of the Owners Corporation;
- (e) comply with the reasonable requirements of the Owners Corporation, which may include reimbursement of any expense the Owner Corporation incurs in connection with the moving of your furniture or articles; and
- (f) if required by the Owners Corporation, pay a bond (as determined by the Owners Corporation) to secure your compliance with this by-law 11 before you take deliveries or move furniture or goods through the Building;
- (g) if required by the Owners Corporation, give the Owners corporation evidence that your removalist has public liability insurance to the satisfaction of the Owners Corporation, before you take deliveries or move furniture or goods through the Building;
- (h) repair any damage you (or the person making the delivery) cause to Common Property;
- (i) if you (or a person making a delivery for you) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property; and
- (j) comply with any removal truck management plan for the Building, a copy of which will be held by the Owners Corporation.

11.2 Bond

If you have paid a bond in accordance with by-law 11.1(f) and:

- (a) there is no damage to Common Property as a result of your move, the Owners Corporation will refund your damage bond as soon as reasonably practicable after the completion of your move; or
- (b) Common Property is damaged as a result of your move, the cost of repairing or replacing the damaged Common Property will be deducted from your bond and any balance of your bond will be returned to you. If cost of

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repairing or replacing the damaged Common Property exceeds your bond you must pay the shortfall to the Owners Corporation immediately on demand.

11.3 Rights

In addition to its powers under the Strata Act, an Owners Corporation has the power to appoint the Building Management Committee or another person to perform its functions under this by-law. If this happens, you must make your arrangements with the Building Management Committee or that other person and comply with their instructions and reasonable requirements.

11.4 Role of the Building Manager

The Owners Corporation may appoint the Building Manager to assist it to perform its functions under this by-law. If this happens, you must:

- (a) make arrangements with the Building Manager when you move in or out of the Building; and
- (b) comply with the reasonable requirements of the Building Manager when you take deliveries or move furniture or goods through the Building.

11.5 Loading and unloading

All loading and unloading of furniture and other goods must take place in the Loading Dock. The Loading Dock is a Shared Facility. If you want to use the Loading Dock, you must comply with the Strata Management Statement.

12 How to dispose of your garbage

12.1 Strata Management Statement

The rules regulating storage and disposal of waste are in the Strata Management Statement.

12.2 Your obligations

You must comply with the Strata Management Statement when you use the Garbage Rooms or otherwise dispose of waste. You must also comply with and any Rules made by the Building Management Committee and the Owners Corporation about using the Garbage Rooms and disposing of waste.

12.3 General requirements

Subject to the by-laws, you must not deposit or leave garbage or recyclable materials:

- (a) on Common Property (other than in the Garbage Room or in a recyclable garbage bin according to this by-law);
- or
- (b) in an area of your Apartment which is visible from outside your Apartment (eg on the Balcony of your Apartment).

12.4 Your obligations

You must:

- (a) comply with any Rules made by the Owners Corporation and the Building Management Committee about using the Garbage Room, the Garbage Chute Rooms and the Garbage Bin Holding Area;
- (b) place your household garbage in the garbage chute in the Garbage Chute Room on your level of the Building or in a garbage receptacle in the Garbage Room or in the Garbage Bin Holding Area, as designated by the Owners Corporation for that purpose;
- (c) drain and securely wrap your household garbage before you place it in a garbage chute or the Garbage Room;
- (d) recycle your garbage according to instructions from the Owners Corporation and Council (or the garbage removal contractor);
- (e) place your recyclable waste in the in the recyclable garbage chute in the Garbage Chute Room on your level of the Building or in a recyclable garbage receptacle in the Garbage Room or in the Garbage Bin Holding Area, as designated by the Owners Corporation for that purpose;
- (f) drain and clean bottles, and safely wrap any broken glass, before you place them in a garbage chute or the

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Garbage Room;

(g) leave large items of garbage or recyclable materials in the area in the Garbage Room or in the Garbage Bin Holding Area, as designated by the Owners Corporation or the Building Management Committee for large waste items; and

(h) contact the Owners Corporation to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that Council (or the garbage removal contractor) will not remove as part of its normal garbage collection service.

12.5 Garbage chutes

(a) You must not place the following items in a garbage chute:

(i) liquids; or

(ii) items that weigh more than 2.5 kilograms; or

(iii) boxes or large items that might block the garbage chute.

(b) If the garbage chute can be used for general garbage and recyclable waste, when placing garbage or recyclable waste in a garbage chute, you must separate the garbage and recyclable waste and ensure you make the correct selection on the diverter for garbage and recyclable waste.

12.6 Cleaning up spills

If you spill garbage on Common Property, you must immediately remove that rubbish and clean that part of Common Property.

12.7 Maintaining the Garbage Room

The Owners Corporation must:

(a) provide in the Garbage Room an adequate number of garbage and recycling receptacles for use by Owners and Occupiers of Apartments;

(b) operate, maintain, repair and, where necessary replace, the Common Property garbage equipment servicing the Building (including mechanical equipment associated with the garbage equipment);

(c) maintain, clean and repair the Garbage Room, the Garbage Chute Room and the garbage chutes;

(d) regularly remove filled receptacles from the Garbage Room and replace them with empty receptacles;

(e) regularly clean, maintain, repair and, where necessary, replace the garbage and recycling receptacles;

(f) operate, maintain, repair and, where necessary replace any equipment located in the Garbage Room and the Garbage Chute Room;

(g) transport receptacles from the Garbage Room to the Garbage Bin Holding Area for collection by Council (or garbage removal contractor if Council does not collect waste from the Building) and transport them back to the Garbage Room;

(h) arrange for the removal of garbage and recycling material from the Building; and

(i) arrange for the removal from the Garbage Room of large articles of garbage, recyclable materials, liquids or other articles that Council (or the garbage removal contractor) will not remove as part of its normal garbage collection services (at the cost of the relevant Owner or Occupier).

12.8 Waste removal and management

(a) The Owners Corporation must comply with any conditions of the Development Approval that regulate waste management for the Building or Waterfall by Crown Group.

(b) The Building Management Committee may perform these obligations on behalf of the Owners Corporation.

12.9 Garbage removal contractor

(a) If Council does not remove garbage from the Building:

(i) the Owners Corporation must engage a garbage removal contractor or contractors to remove garbage from the Building; and

(ii) the Building Management Committee may perform this obligation on behalf of the Owners Corporation.

(b) The Owners Corporation has the power to enter into agreements with private garbage removal contractors for the removal of recyclable and non-recyclable garbage from the Building.

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(c) The Owners Corporation may enter into these agreements during the Initial Period, in which event the term of the agreements must not extend beyond the holding of the first annual general meeting of the Owners Corporation or for such other term as prescribed by law.

13 Carrying out Building Works

13.1 When do you need consent?

- (a) Subject to the by-laws, you must have consent from the Owners Corporation to carry out Building Works.
- (b) If your Building Works are Minor Renovations, the consent from the Owners Corporation will be given by a simple majority resolution of the Strata Committee on behalf of the Owners Corporation.
- (c) For Building Works that are not Minor Renovations or Cosmetic Works and affect Common Property, the consent from the Owners Corporation must be given by special resolution of the Owners Corporation.
- (d) Cosmetic Works do not need consent from the Owners Corporation.

13.2 Your obligations

Clause 20 of the Strata Management Statement regulates the carrying out of Building Works in Waterfall by Crown Group. You must comply with those provisions of the Strata Management Statement.

13.3 When is consent not necessary?

You do not need consent from the Owners Corporation under this by-law to:

- (a) if you are the Developer, erect a "For Sale" or "For Lease" sign according to by-law 10.2 (The Developer); or
 - (b) alter or remove an Inter-Lot Wall according to by-law 14 (Inter-Lot Walls and Internal Walls); or
 - (c) carry out Building Works which you are entitled to carry out under a Common Property Rights By-Law.
- However, you must comply with by-laws 13.4 (Procedures before you carry out Building Works), 13.9 (Obligations when you carry out Building Works), 13.10 (Making arrangements with the Owners Corporation) and 13.11 (Bond) in relation to Building Works under By-Laws (b) or (c).

13.4 Procedures before you carry out Building Works

Before you carry out Building Works, you must:

- (a) obtain necessary consents from the Owners Corporation and Government Agencies;
- (b) obtain necessary consents from the Building Management Committee and under the Building Management Statement;
- (c) find out where service lines and pipes are located;
- (d) obtain consent from the Owners Corporation if you propose to interfere with or interrupt services;
- (e) if you do not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works; and
- (f) if required by the Owners Corporation, pay a bond (as determined by the Owners Corporation) to secure your compliance with this by-law 13 before you carry out Building Works.

13.5 How to apply for consent

You must make a written application to the Owners Corporation for consent under this by-law. Your application must:

- (a) include enough information to give the Owners Corporation a clear understanding of the Building Works which you propose to carry out;
- (b) include plans and specifications according to this by-law; and
- (c) clearly identify how the proposed Building Works comply with the theme of the Building.

13.6 Requests for further information

- (a) The Owners Corporation may request you to supply plans, specifications and further information about your application.

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- (b) You must supply all information requested by the Owners Corporation in a reasonable time.
- (c) The Owners Corporation may refuse your application if you do not supply the information in a reasonable time.

13.7 Criteria for deciding an application

For applications under this by-law, the Owners Corporation must consider the information in the application and:

- (a) the theme of the Building;
- (b) the suitability and quality of the proposed Building Works;
- (c) the by-laws for the Owners Corporation; and
- (d) the Rules.

13.8 The consent process

(a) The Owners Corporation may make conditions if it gives you consent under this by-law. You must comply with the conditions.

(b) The Owners Corporation must:

- (i) make a decision about your application within one month after receiving your application (unless you and the Owners Corporation agree otherwise); and
- (ii) immediately advise you in writing of its decision and any conditions that apply to its decision.

13.9 Obligations when you carry out Building Works

If you carry out Building Works, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation; and
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (c) repair any damage you (or persons carrying out the Building Works for you) cause to Common Property or the property of another Owner or Occupier.

13.10 Making arrangements with the Owners Corporation

Before you carry out Building Works (including Building Works for which you do not require consent from the Owners Corporation), you must:

- (a) arrange with the Owners Corporation a suitable time and means by which to access the Building for purposes associated with those Building Works; and
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access the Building; and
- (c) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access the Building.

13.11 Bond

If you have paid a bond in accordance with by-law 13.4(f) and you cause damage to the Common Property while performing your Building Work, the Owners Corporation (or the Owners Corporation's representative) may use that portion of the bond to cover the reasonable cost of repair of the damage. If the bond does not cover the cost of repair of the damage, you must pay the shortfall to the Owners Corporation immediately on demand. If there is no damage to Common Property as a result of your Building Work, the Owners Corporation will refund your damage bond as soon as reasonably practicable after completion of your Building Work.

14 Inter-Lot Walls and Internal Walls

14.1 When you may alter or remove an Inter-Lot Wall or an Internal Wall

(a) Subject to this by-law, you may alter or remove an Inter-Lot Wall or an Internal Wall if:

- (i) in the case of an Inter-Lot Wall, you own the Apartments separated by the Inter-Lot Wall or you have the consent of the owner of the adjoining Apartment; and
- (ii) it is not a structural wall; and

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(iii) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation certifying that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Apartments (including services to those Apartments); and

(iv) you comply with the procedures in this by-law.

Otherwise, you must have the consent of the Owners Corporation to alter or remove an Inter-Lot Wall or an Internal Wall.

(b) Subject to this by-law, you may install an Internal Wall if:

(i) the installation will not be or result in a breach of any condition of the Development Approval;

(ii) you obtain and comply with all necessary Government Agency consents;

(iii) you do not compromise the fire safety system for the Building and you comply with all applicable fire safety standards and requirements; and

(iv) you comply with the procedures in this by-law and the requirements of by-laws 14.3(a) to (g) inclusive.

14.2 What consents are necessary?

You do not need consent from the Owners Corporation to alter or remove an Inter-Lot Wall or an Internal Wall provided that you comply with the requirements of by-law 14.1 (When you may alter or remove an Inter-Lot Wall or an Internal Wall). However, you must obtain all necessary consents from Council and Government Agencies before you alter or remove an Inter-Lot Wall.

14.3 What are the conditions for carrying out the work?

It is a condition of you altering or removing an Inter-Lot Wall that you:

(a) before carrying out any work, satisfy the Owners Corporation that the works will not adversely affect the fire engineered solution for or the fire safety of the Building and that the works will include all necessary works to ensure the ongoing compliance of the Building with the fire engineered solution and all other fire safety requirements of the Building;

(b) before carrying out any work, give the Owners Corporation evidence that you or your contractor have all usual insurances in relation to the performance of the works including public liability insurance for an amount of \$10,000,000 or other amount acceptable to the Owners Corporation;

(c) carry out the work in a way that does not at any time compromise the fire safety of the Building;

(d) on completion of the works provide the Owners Corporation with certification from an appropriately qualified consultant, in a form acceptable to the Owners Corporation (acting reasonably), that the works as completed have not adversely affected the fire engineered solution for or the fire safety of the Building;

(e) carry out the work in the method certified by the structural engineer under by-law 14.1 (When you may alter or remove an Inter-Lot Wall or an Internal Wall);

(f) if appropriate, comply with section 19 of the Development Act and lodge any necessary building alteration plan with the Registrar-General;

(g) comply with by-laws 13.4 (Procedures before you carry out Building Works), 13.9 (Obligations when you carry out Building Works), 13.10 (Making arrangements with the Owners Corporation) and 13.11 (Bond);

(h) you obtain and comply with all necessary Government Agency consents for altering or removing the Inter-Lot Wall;

(i) acknowledge for yourself and future Owners of your Apartment that the Owners Corporation does not have to reinstate the Inter-Lot Wall; and

(j) you and the Owner of the adjoining Lot will have joint exclusive use of the Common Property space that was occupied by the removed Inter-Lot Wall and joint responsibility for the maintenance, repair and replacement of the floor and ceiling finishes within that space. If the removed Inter-Lot Wall is reinstated and the reinstatement is to the satisfaction of the Owners Corporation, the exclusive use rights and your associated obligations will cease.

15 Agreement with the Building Manager

15.1 Purpose of the agreement

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The Owners Corporation has the power to appoint and enter into agreements with a Building Manager to provide management and operational services for the Building and for Waterfall by Crown Group generally. The Owners Corporation may exercise its power under this by-law in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.

15.2 Initial Period

The Owners Corporation may enter into agreements with a Building Manager during the Initial Period.

15.3 Delegation of functions

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Building Manager.

15.4 Agreement during the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager during the Initial Period:

- (a) the term of the agreement must not exceed the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law); and
- (b) the Owners Corporation may agree to pay the Building Manager a market related fee for performing the duties under the agreement, as well as a fee for initial set up costs incurred by the Building Manager that will be payable if the Building Manager is not appointed by the Owners Corporation at the first annual general meeting.

15.5 Agreements after the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager after the Initial Period:

- (a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law; and
- (b) the remuneration of the Building Manager under the agreement may be the amount agreed by the Owners Corporation.

15.6 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

15.7 Duties of the Building Manager

The duties of a Building Manager under an agreement with the Owners Corporation (in its own right) may include:

- (a) caretaking, supervising and servicing Common Property; and
- (b) supervising cleaning and garbage removal services (other than performing functions of the Building Management Committee); and
- (c) supervising the repair, maintenance, renewal or replacement of Common Property; and
- (d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property; and
- (e) co-ordinating the carrying out of Building Works; and
- (f) managing the Security Key system and providing Security Keys according to the by-laws; and
- (g) providing services to the Owners Corporation, Owners and Occupiers; and
- (h) supervising employees and contractors of the Owners Corporation; and
- (i) supervising the Building generally; and
- (j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Building.

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15.8 Agreements under the Strata Management Statement

The terms, remuneration, provisions and duties under an agreement between the Owners Corporation (in its capacity as a member of the Building Management Committee) and a building manager must comply with the Strata Management Statement.

16 Licences

16.1 Powers of the Owners Corporation

The owners corporation has the power to grant licences to owners and occupiers to use parts of common property. The owners corporation may exercise its powers under this by-law only by ordinary resolution at a general meeting.

16.2 What provisions may a licence include?

Licences the owners corporation grants under this by-law may include provisions about, but need not be limited to:

- (a) payments under the licence; and
- (b) the term of the licence; and
- (c) the permitted uses of the licensed areas; and
- (d) the maximum number of persons allowed in the licensed area; and
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.

17 Car spaces

17.1 What are your obligations?

If you have a car space you must:

- (a) provide the Owners Corporation with access to your car space to enable the Owners Corporation to comply with its obligations under the Management Act and the by-laws;
- (b) keep your car space clean and tidy;
- (c) use your car space only for lawful purposes;
- (d) keep the car space free of vermin;
- (e) not keep dangerous, noxious or inflammable items, materials or liquids in the car space;
- (f) not enclose your car space;
- (g) not wash your car in your car space;
- (h) not repair, maintain or remodel your car in your car space, other than minor repairs and maintenance; and
- (i) repair and make good any damage you cause to the car space.

17.2 Over-bonnet storage boxes

(a) You may, with the consent of the Owners Corporation or the Strata Committee install an over-bonnet storage box in your car space.

(b) If the Owners Corporation or the Strata Committee gives you consent to install an over-bonnet storage box in your car space:

- (i) it must comply with the Owners Corporation's or Strata Committee's requirements about the specification size and colour of the storage box; and
- (ii) it must not be located within 500mm of any fire sprinkler head or within 500mm of the soffit above your car space.

(c) If you have an over-bonnet storage box you must:

- (i) comply with any conditions imposed by the Owners Corporation or Strata Committee; and
- (ii) keep your storage box in good repair and condition;
- (iii) use your over-bonnet storage box only for lawful purposes;
- (iv) keep the over-bonnet storage box space free of vermin; and

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(v) not keep dangerous, noxious or inflammable items, materials or liquids in the over-bonnet storage box.

17.3 Parking barriers

(a) You may install a parking barrier to prevent access to your car space provided:

- (i) it is of a type and colour approved by the Owners Corporation;
- (ii) it is located in a position that it does not, in any position, protrude beyond your car space;
- (iii) you keep the parking barrier in good order and condition;
- (iv) you comply with any directions or conditions made or imposed by the Owners Corporation about your parking barrier, including about how you install it.

(b) When you install your parking barrier you must not damage Common Property other than by penetrating the floor slab to the extent necessary to insert the standard bolts that are part of approved parking barriers.

(c) When you remove the parking barrier you must make good any damage to Common Property caused by the installation, use or removal of the parking barrier.

17.4 No car space doors, walls or fences

To ensure compliance with the fire safety requirements for the Building, you must not install any door, wall or fence on any side of your car space.

18 Storage spaces

18.1 What are your obligations?

If you have a storage space you must:

- (a) provide the Owners Corporation with access to your storage space to enable the Owners Corporation to comply with its obligations under the Management Act and the by-laws;
- (b) keep your storage space clean and tidy;
- (c) use your storage space only for lawful purposes;
- (d) keep the storage space free of vermin;
- (e) not keep dangerous, noxious or inflammable items, materials or liquids in the storage space;
- (f) not stack items in your storage space at a height that is higher than 1.8 metres, within 500mm of the soffit above your storage space or at any lower height if it will interfere with the proper operation of fire sprinklers, ventilation or with service lines above your storage space; and
- (g) repair and make good any damage you cause to the storage space.

18.2 Maintenance of storage cages

You must, at your cost, keep your storage cage fence in good repair and condition. If the fence on any side of your storage cage is shared by another storage cage, you and the Owner of the lot that includes that storage cage have the exclusive use of that fence and are jointly responsible for the cost of the repair, maintenance and replacement of that fence.

19 Controlling traffic and parking on Common Property

19.1 Controlling traffic

In addition to its powers under the Management Act, the Owners Corporation has the power to:

- (a) impose a speed limit for traffic in Common Property;
- (b) impose reasonable restrictions on the use of Common Property driveways and parking areas;
- (c) install speed humps and other traffic control devices in Common Property;
- (d) install signs about parking;
- (e) install signs to control traffic in Common Property and, in particular, traffic entering and leaving Waterfall by Crown Group.

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19.2 Parking on Common Property

- (a) You must not stand or park vehicles on Common Property including Common Property driveways.
- (b) If you or a visitor of yours parks a car in contravention of the by-laws or in a car space that is not your car space, the Owners Corporation will be entitled to remove the relevant car and recover any removal and storage expenses from you as a debt.

20 Car Share Scheme Spaces

20.1 Your obligations

You must not park or stand a vehicle in a Car Share Scheme Space.

20.2 The Owners Corporation's obligations

The Building D Owners Corporation will:

- (a) make the Car Share Scheme Spaces available to a car share scheme operator free of charge;
- (b) allow customers of the car share scheme operator to access the Car Share Scheme Spaces; and
- (c) retain the Car Share Scheme Spaces as Common Property.

20.3 Agreement with car share scheme operator

The Owners Corporation has the power to enter into an agreement with a car share scheme operator about the provision of car scheme services from the Car Share Scheme Spaces.

21 Loading Dock

21.1 Shared Facility

- (a) The Loading Dock is a Shared Facility.
- (b) When using the Loading Dock, you must comply with the provisions of the Strata Management Statement about the Loading Dock.

21.2 Your obligations

- (a) All loading and unloading of deliveries, furniture and other goods must take place at the Loading Dock.
- (b) If you wish to use the Loading Dock for extended periods or to move bulky items into or out of the Strata Scheme, you must make arrangements with the building manager appointed by the Building Management Committee under the Strata Management Statement.
- (c) You must comply with the Strata Management Statement when you use the Loading Dock. You must also comply with and any Rules made by the Building Management Committee about using the Loading Dock.

22 Carwash Bays

22.1 Shared Facility

- (a) The Carwash Bays are a Shared Facility for the benefit of Waterfall Residential.
- (b) Use of the Carwash Bays is restricted to Occupiers of Waterfall Residential.

22.2 Your obligations

You must comply with the Strata Management Statement when you use the Carwash Bays. You must also comply with and any Rules made by the Building Management Committee about using the Carwash Bays.

23 Visitor Car Parking Spaces

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23.1 Shared Facility

- (a) The Visitor Car Parking Spaces are a Shared Facility for the benefit of Waterfall Residential.
- (b) Use of the Visitor Car Parking Spaces is restricted to Occupiers of Waterfall Residential.

23.2 Your obligations

You must comply with the Strata Management Statement when you use the Visitor Car Parking Spaces. You must also comply with and any Rules made by the Building Management Committee about using the Visitor Car Parking Spaces.

24 Swimming Pool Area

24.1 Shared Facility

- (a) The Swimming Pool Area is a Shared Facility for the benefit of Waterfall Residential.
- (b) Use of the Swimming Pool Area is restricted to Occupiers of Waterfall Residential.

24.2 Your obligations

You must comply with the Strata Management Statement when you use the Swimming Pool Area. You must also comply with and any Rules made by the Building Management Committee about using the Swimming Pool Area.

25 Gym

25.1 Shared Facility

- (a) The Gym is a Shared Facility for the benefit of Waterfall Residential.
- (b) Use of the Gym is restricted to Occupiers of Waterfall Residential.

25.2 Your obligations

You must comply with the Strata Management Statement when you use the Gym. You must also comply with and any Rules made by the Building Management Committee about using the Gym.

26 Level 23 Roof Garden Area

26.1 Shared Facility

- (a) The Level 23 Roof Garden Area is a Shared Facility for the benefit of Waterfall Residential.
- (b) Use of the Level 23 Roof Garden Area is restricted to Occupiers of Waterfall Residential.

26.2 Your obligations

You must comply with the Strata Management Statement when you use the Level 23 Roof Garden Area. You must also comply with and any Rules made by the Building Management Committee about using the Level 23 Roof Garden Area.

27 Lagoon Area

27.1 Shared Facility

- (a) The Lagoon Area is a Shared Facility for the benefit of Waterfall Residential.
- (b) Use of the Lagoon Area is restricted to Occupiers of Waterfall Residential.

27.2 Your obligations

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You must comply with the Strata Management Statement when you use the Lagoon Area. You must also comply with and any Rules made by the Building Management Committee about using the Lagoon Area.

27.3 Access to the Lagoon Area

If required, and provided reasonable notice is given, you must give the Owners Corporation access through your Apartment to the Lagoon Area.

28 Music Room

28.1 Shared Facility

- (a) The Music Room is a Shared Facility for the benefit of Waterfall Residential.
- (b) Use of the Music Room is restricted to Occupiers of Waterfall Residential.

28.2 Your obligations

You must comply with the Strata Management Statement when you use the Music Room. You must also comply with and any Rules made by the Building Management Committee about using the Music Room.

29 Function Room

29.1 Shared Facility

- (a) The Function Room is a Shared Facility for the benefit of Waterfall Residential.
- (b) Use of the Function Room is restricted to Occupiers of Waterfall Residential.

29.2 Your obligations

You must comply with the Strata Management Statement when you use the Function Room. You must also comply with and any Rules made by the Building Management Committee about using the Function Room.

30 Damage to Common Property

30.1 What are your obligations?

Subject to the by-laws, you must:

- (a) use Common Property equipment only for its intended purpose; and
- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in the Building on your behalf.

30.2 When will you need consent from the Owners Corporation?

Subject to the by-laws, you must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property; or
- (b) remove anything from Common Property that belongs to the Owners Corporation; or
- (c) interfere with the operation of Common Property equipment.

31 Insurance premiums

31.1 Consent from the Owners Corporation

You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.

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31.2 Payments for increased premiums

If the Owners Corporation gives you consent under this by-law, it may make conditions that require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

31.3 Requirements under the Strata Management Statement

Under the Strata Management Statement, you must notify the Building Management Committee if you do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Building Management Committee.

32 Security at the Building

32.1 What are your obligations?

The Strata Management Statement regulates general security matters in Waterfall by Crown Group. You must comply with those provisions of the Strata Management Statement.

32.2 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into the Building; and
- (b) prevent fires and other hazards.

32.3 Installation of security equipment

Subject to this by-law, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of the Building.

32.4 Restricting access to Common Property

Subject to this by-law, the Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to an Apartment; and
- (b) restrict by Security Key your access to levels in the Building where you do not own or occupy an Apartment or have access to according to a Common Property Rights By-Law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of the Building. The Owners Corporation may exclude you from using these parts of Common Property.

32.5 What are your obligations?

You must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of the Building.

You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

32.6 Restrictions on exercising rights

When the Owners Corporation exercises rights under this by-law:

- (a) it must comply with the Strata Management Statement; and
- (b) it must not interfere with Shared Facilities.

33 Security Keys

33.1 What are your obligations?

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In addition to its powers under the Development Act and the Management Act, the Owners Corporation has the power to make agreements with the Building Management Committee or another person (eg the Building Manager) to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring owners to pay the Building Management Committee or other person an administration fee for the provision of Security Keys.

33.2 Providing Owners and Occupiers with Security Keys

Subject to this by-law, the Owners Corporation may give you a Security Key if it restricts access to Common Property under by-law 32 (Security at the Building).

33.3 Fees for additional Security Keys

The Owners Corporation may charge you a fee or bond if you require extra or replacement Security Keys.

33.4 Who do Security Keys belong to?

Security Keys belong to the Owners Corporation.

33.5 Managing the Security Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys; and
- (b) require you to promptly return your Security Keys to the Owners Corporation to be re-coded; and
- (c) if you are in breach of the by-laws relating to access to and use of the car park in the Building, cancel the car park access on your Security Keys and require you to return your Security Keys to the Owners Corporation for recoding; and
- (d) charge you a fee for the recoding of your Security Keys; and
- (e) make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

33.6 What are your obligations?

You must:

- (a) comply with the reasonable instructions of the Owners Corporation about Security keys and, in particular, instructions about re-coding and returning Security Keys; and
- (b) take all reasonable steps not to lose Security Keys; and
- (c) return Security Keys to the Owners Corporation if you do not need them or if you are no longer an Owner or Occupier; and
- (d) notify the Owners Corporation immediately if you lose a Security Key.

33.7 Some prohibitions

You must not:

- (a) copy a Security Key;
- (b) use your Security Key to bring more vehicles into the car park than the number of car spaces that you have the right to use; or
- (c) give a Security Key to someone who is not an Owner or Occupier.

33.8 Procedures if you lease your Apartment

If you lease or license your Apartment, you must include a requirement in the lease or licence that the Occupier return Security Keys to the Owners Corporation when they no longer occupy an Apartment.

34 Fire control

34.1 What are your obligations?

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You may keep inflammable materials in your Apartment only if you:

- (a) use them in connection with the lawful use of your Apartment; and
- (b) keep them in reasonable quantities according to the guidelines of Government Agencies.

34.2 Fire control laws

You and the Owners Corporation must comply with laws about fire control.

34.3 Strata Management Statement

The Strata Management Statement contains requirements about fire safety and compliance. You must comply with those provisions of the Strata Management Statement.

34.4 Restrictions about fire safety

(a) You must not:

- (i) keep inflammable materials on Common Property;
- (ii) interfere with fire safety equipment;
- (iii) obstruct fire stairs or fire escapes;
- (iv) use corridors and foyers in the Building for the storage of any items;
- (v) use any Garbage Chute Room for the storage of garbage or any other items; or
- (vi) keep inflammable materials in your car space.

(b) The Owners Corporation must;

- (i) not install or keep combustible furniture or furnishings in the entry foyer or corridors in the Building;
- (ii) ensure access to fire stairs or fire escapes from lobby areas is kept clear at all times
- (iii) not use corridors and foyers in the Building for the storage of any items; and
- (iv) not use any Garbage Chute Room for the storage of garbage or any other items.

35 Services provided by the Owners Corporation

35.1 Services

The Owners Corporation has the power to supply services to each Apartment including hot and cold water, electricity, gas, air conditioning condenser water, telephone, television and other communications and Embedded Network Services.

35.2 Agreements with third parties

The Owners Corporation may have agreements with third parties about the installation, supply, management, operation, maintenance, repair and replacement of and paying for services, including Embedded Network Services.

35.3 Agreements with Owners and Occupiers

The Owners Corporation may make agreements with Owners and Occupiers about paying for services, including Embedded Network Services, supplied under this by-law to the Owners Corporation or to Owners and Occupiers.

36 Agreement for supply of Embedded Network Services

36.1 Power to enter into agreement

- (a) The Owners Corporation has the power to appoint and enter into agreements with Embedded Network Suppliers for the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks in the Building for the supply of Embedded Network Services to Apartments and Common Property and for Waterfall by Crown Group generally. The Owners Corporation may exercise its power under this by-law in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.
- (b) Without limiting its power under by-law 36.1(a), the Owners Corporation has the power to supply Embedded Network Services to Apartments and to account to Owners and Occupiers for payment for Embedded Network

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Services supplied by the Owners Corporation or by the Building Management Committee (or both), including for payment based on metered usage or in accordance with unit entitlements.

36.2 Initial Period

The Owners Corporation may enter into agreements with Embedded Network Suppliers during the Initial Period.

36.3 Delegation of functions

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to an Embedded Network Supplier.

36.4 Agreement during the Initial Period

If the Owners Corporation enters into an agreement with an Embedded Network Supplier during the Initial Period that appoints an Embedded Network Supplier to assist the Owners Corporation in the management, control or use of Common Property and the term of the agreement extends beyond the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law), or otherwise falls within the Initial Period Restrictions:

- (a) the agreement must be ratified by the Owners Corporation at the first annual general meeting;
- (b) the Owners Corporation may agree to pay the Embedded Network Supplier market based rates for the supply of Embedded Network Services and market based fees for performing Embedded Network Services under the agreement;
- (c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Apartments;
- (d) the Owners Corporation may agree to pay the Embedded Network Supplier a fee for initial set up costs incurred by the Embedded Network Supplier that will be payable if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting; and
- (e) the Owners Corporation may agree that if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting or if the agreement with the Embedded Network Supplier is terminated at any time, the Embedded Network Supplier will be entitled to remove any meters and other equipment that are the property of the Embedded Network Supplier.

36.5 Agreements after the Initial Period

If the Owners Corporation enters into an agreement with an Embedded Network Supplier after the Initial Period:

- (a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law;
- (b) the pricing of the installation of Embedded Network Equipment or the supply of Embedded Network Services supplied under the agreement may be as agreed by the Owners Corporation or Building Management Committee; and
- (c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Apartments.

36.6 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and an Embedded Network Supplier must have provisions about:

- (a) the rights of the Owners Corporation and Owners to terminate the agreement early if the Embedded Network Supplier does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Embedded Network Supplier to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Supplier or the right of the Owners Corporation to acquire those meters and other equipment from the Embedded Network Supplier, if the agreement with the Embedded Network Supplier is terminated.

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36.7 Agreements under the Strata Management Statement

(a) If the Building Management Committee enters into an agreement with an Embedded Network Supplier for the provision of an Embedded Network Service to Waterfall by Crown Group, the agreement may be for:

(i) the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks and the supply of Embedded Network Services to the Owners Corporation for the Common Property in the Building; and
(ii) the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks and the supply of Embedded Network Services to the Building Management Committee for the Shared Facilities in Waterfall by Crown Group, in which event, the Owners Corporation will be a party to the agreement in its own right in relation to the Common Property and as a member of the Building Management Agreement in respect of Shared Facilities.

(b) If the Building Management Committee has entered into an Embedded Network Service supply agreement for the provision of an Embedded Network Service to Waterfall by Crown Group, any subsequent agreement between Owners Corporation and the electricity supplier must be consistent with the agreement between the Building Management Committee and the Embedded Network Supplier.

36.8 Provision of personal information

The Owners Corporation and the Building Management Committee may, to the extent reasonably necessary, provide personal information of Owners and Occupiers in any component of Waterfall by Crown Group to any Embedded Network Service provider or other provider of a service, and Owners Corporations must on request by the Building Management Committee, provide personal information of Owners and Occupiers to the Building Management Committee for provision to an Embedded Network Service provider or other provider of a service. Owners and Occupiers in Waterfall by Crown Group consent to their personal information being provided as contemplated in this clause.

37 Use of 'Crown' and 'Crown Group'

37.1 Restrictions on the use of 'Crown'

(a) Owners and Occupiers must not use as a trade mark or business name, or authorise or assist anyone else to use as a trade mark or business name, the name of the Building, or any abbreviation of the name of the Building which contains the word 'Crown' (or similar), in connection with the provision of: hotel services or short term accommodation (including short term rental or leasing of apartments); restaurants, cafes, bars or other similar food and/or beverage venues; casino, gambling, gaming or similar activities; health and/or beauty services; transportation, travel or tour agency services; or entertainment services.

(b) Occupiers must ensure that any assignee of their lease or any sub-lessee of the premises they occupy complies with the obligations in by-law 37.1(a).

(c) The restrictions in by-law 37.1(a) do not prevent Owners and Occupiers using:

(i) the full name of the Building to describe the location of or identify their Stratum Lot, Strata Lot or premises as long as such use is not trade mark use or business name use; and

(ii) a trade mark or business name that includes the word 'Crown' if they:

(A) have a right to use that trade mark or business name as either the owner or authorised user of a trade mark registration for that trade mark or business name;

(B) are using the trade mark or business name in connection with goods or services that are unrelated to the services listed in by-law 37.1(a); or

(C) otherwise have the right to use that trade mark or business name because of their continuous prior use of that trade mark or business name in relation to the goods and services being provided, from before the priority date of the trade marks of Crown Melbourne Pty Limited.

37.2 Execution of deed poll

(a) The Owners Corporation must, as soon as practicable after the Owners Corporation is established, execute a deed poll in favour of Crown Melbourne Pty Limited, in a form required by Crown Central Pty Limited or the Developer, obliging the Owners Corporation, Owners and Occupiers to comply with the obligations in by-law 37.1,

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and immediately deliver the deed poll to the Developer for transmission to Crown Melbourne Pty Limited.

(b) The Owners Corporation has the power to execute the deed poll contemplated in this by-law, and to do so during the Initial Period.

38 Exclusive use of Air Conditioning System

38.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. By-law 3 (Common Property Rights By-Laws) applies to this Common Property Rights By-Law.

38.2 Air conditioning for Apartments

There is a separate Air Conditioning System for each Apartment. Air Conditioning Systems comprise Common Property and may be maintained, repaired and replaced by the Owners Corporation. Air conditioning condenser units service more than one Apartment.

38.3 Exclusive use rights

Each Owner of an Apartment has:

- (a) exclusive use of the parts of the Air Conditioning System that are Common Property and that exclusively service their Apartment; and
- (b) joint exclusive use of any shared condenser unit or units that their Apartment is connected to, together with the Owners of the other Apartments that are connected to the same condenser unit or units.

38.4 Interpreting this by-law

In this Common Property Rights By-Law, "you" means the Owner of an Apartment.

38.5 What are your obligations?

You must, at your cost operate, maintain, repair and, where necessary, replace the Air Conditioning System which exclusively services your Apartment:

- (a) in a proper and safe manner at all times; and
- (b) according to the requirements of Government Agencies about air conditioning services; and
- (c) using contractors approved by the Owners Corporation to maintain, repair and replace the parts of the Air Conditioning System that exclusively service your Apartment.

38.6 Paying for Air Conditioning Services

- (a) If the Owners Corporation incurs costs in connection with the maintenance, repair or replacement of your Air Conditioning System, you must pay those costs.
- (b) You must pay the costs incurred in respect of any shared condenser unit or units that your Apartment is connected to in shares proportional to the unit entitlement of your Lot in relation to the total unit entitlements of all Lots that are connected to the relevant condenser unit or units.
- (c) The Owners Corporation may:
 - (i) require you to pay those amounts in advance or in instalments as determined by the Owners Corporation; and
 - (ii) include your costs in your administrative fund or capital works fund contributions.

39 Notice board

39.1 Maintenance of notice board

- (a) The Owners Corporation will maintain a notice board (which may be an electronic notice board) on Common Property for the purpose of communicating with you.
- (b) The Owners Corporation may use an internet based portal system for communications between you and the Owners Corporation, Strata Manager and Building Manager (and other service providers), which may include an

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online notice board.

39.2 Notices

If you have given the Owners Corporation your email address, the Owners Corporation may serve notices on you, and otherwise communicate with you, by email.

40 Rules

40.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of the Building and, in particular, the use of Common Property.

40.2 Changing Rules

The Owners Corporation may add to or change the Rules at any time.

40.3 What are your obligations?

You must comply with the Rules.

40.4 What if a Rule is inconsistent with the by-laws?

If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

40.5 What if a rule is inconsistent with the Strata Management Statement?

If a Rule is inconsistent with the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

41 How are consents given?

41.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by:

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

41.2 Conditions

The Owners Corporation or the Strata Committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

41.3 Can consent be revoked?

The Owners Corporation or the Strata Committee may revoke their consent if you do not comply with:

- (a) conditions made by them when they gave you consent; or
- (b) the by-law under which they gave you consent.

42 Failure to comply with by-laws

42.1 What can the Owners Corporation do?

The Owners Corporation may do anything on your Apartment that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly.

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42.2 Procedures

The Owners Corporation must give you a written notice specifying when it will enter your Apartment to do the work. You must:

- (a) give the Owners Corporation (or persons authorised by it) access to your Apartment according to the notice and at your cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

42.3 Breach of by-law 6.23 (Occupancy limits)

(a) If the Strata Committee or the Strata Manager has reason to believe that your Apartment is being occupied or used in breach of by-law 6.23 (Occupancy limits), the Strata Committee or Strata Manager will be entitled to immediately and without prior notice access your Apartment for the purpose of inspecting your Apartment to ascertain if there has been a breach of by-law 6.23 (occupancy limits). If the strata to

- (b) If the Strata Committee or the Strata Manager is satisfied that there has been a breach of by-law 6.23 (Occupancy limits), the Strata Committee or the Strata Manager, on behalf of Owners Corporation, is entitled to:
- (i) give the owner of the Apartment a written notice to, within 48 hours or such longer period that they deem appropriate, terminate the lease of the Apartment and take all steps necessary under the Residential Tenancies Act 2010 and at law to terminate the lease and evict the Occupier and all occupants from the Apartment and the Building as quickly as possible; and
 - (ii) report the breach to Council in order that they may take appropriate enforcement action against you.

42.4 Breach of by-law 6.24 (No short term accommodation)

(a) If the Strata Committee or the Strata Manager has reason to believe that your Apartment is being occupied or used in breach of by-law 6.24 (No short term letting), the Strata Committee or Strata Manager will be entitled to:

- (i) if you are the Occupier of the Apartment, give you a written notice to, within 24 hours, provide evidence that you are not occupying or using the Apartment in breach of by-law 6.24 (No short term accommodation) including, without limitation, by providing:
 - (A) a copy of your Residential Tenancies Act 2010 lease of the Apartment;
 - (B) a copy of your driver's licence passport;
 - (C) copies of utilities statements addressed to you in relation to the utilities consumed in the Apartment; and
 - (D) any other document relating to your occupation of the Apartment that the Strata Committee or Strata Manager requests.

The Strata Committee or Strata Manager may serve this notice on you by handing it to you personally, placing it in the letterbox for your Apartment, placing it under the door of your Apartment or fixing it to the door of your Apartment.

(ii) if you are the owner of the Apartment, give you a written notice to provide any of the documents referred to in by-law 42.4(a)(i).

(b) If you fail to satisfy the Strata Committee or the Strata Manager that the occupation or use of the Apartment is not in breach of by-law 6.24 (No short term letting), the Strata Committee or Strata Manager, on behalf of the Owners Corporation, will:

- (i) be entitled to immediately deactivate your Security Key and terminate access to the Building and the amenities in the Building by the Occupier of the Apartment;
- (ii) be entitled to require the Owner to immediately terminate the occupancy arrangements and evict the Occupier and all occupants from the Apartment and the Building; and
- (iii) report your breach to Council in order that they may take appropriate enforcement action against you.

(c) If the Owners Corporation incurs any costs as a result of a breach of by-law 6.24 (No short-term letting), you must reimburse the Owners Corporation for those costs, and the Owners Corporation may include those costs in your administrative fund levy statement or recover them as a debt.

42.5 Recovering money

The Owners Corporation may recover any money you owe it under the by-laws as a debt.

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43 Service of Documents, Applications and Complaints

43.1 Service of documents

If you have given the Owners Corporation an e-mail address for communications with you, the Owners Corporation may serve notices and deliver documents to you at that e-mail address. A notice or document served on or delivered to you by e-mail will be deemed to have been received by you 24 hours after the time it is sent as evidenced by the dispatch record generated by the senders computer or other electronic device used to send the e-mail

43.2 Applications and complaints

You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

44 Interpretation

44.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Air conditioning System include, without limitation:

- (a) air handling units and equipment; and
- (b) cables, conduits, pipes, wires, ducts, pumps and fan units.

Apartment means a lot in the Building.

Balcony means a balcony, a terrace or a courtyard in an Apartment.

Building means Strata Scheme SP98812 established within Lot 1 in DP1258179, known as Waterfall by Crown Group Residential A.

Building A means strata scheme SP98812 established within Lot 1 in DP1258179, known as Waterfall by Crown Group Residential A.

Building B means strata scheme SP98813 established within Lot 2 in the Stratum Plan, known as Waterfall Residential B.

Building C means strata scheme SP98815 established within Lot 3 in the Stratum Plan, known as Waterfall by Crown Group Residential C.

Building D means strata scheme SP98814 established within Lot 4 in the Stratum Plan, known as Waterfall by Crown Group Residential D.

Building Management Committee means the building management committee established under the Strata Management Statement.

Building Manager means the building manager appointed by the Owners Corporation according to by-law 15 (Agreement with the Building Manager).

Building Works mean works, alterations, additions, damage, removal, repairs or replacement of:

- (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Apartment. Common Property walls include windows and doors in those walls; or
- (b) the structure of your Apartment; or

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(c) the internal walls inside your Apartment (eg a wall dividing two rooms in your Apartment); or
(d) Common Property services; or
(e) services in the Building, whether or not they are for the exclusive use of your Apartment.

Building Works exclude:

(f) Cosmetic Work;
(g) works which you are entitled to carry out under a Common Property Rights By-law.

Car Share Scheme Spaces means the 2 car share car parking spaces on level 1 (ground level) in the common property of Building D and accessed from Hatter Lane.

Carwash Bays means the 3 carwash bays on basement level 2 of Waterfall by Crown Group - Residential D.

Common Property means Common Property in the Building and personal property of the Owners Corporation. For the purposes of the by-laws, Common Property does not include Shared Facilities.

Common Property Rights By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to Division 3 in Part 7 of the Management Act.

Cosmetic Work has the meaning given in section 109 of the Management Act. Cosmetic Work includes works or alterations to the interior of Common Property walls in connection with a Lot, such as hanging pictures or attaching items to those walls.

Council means City of Sydney Council.

Developer means Crown W1 Pty Limited ACN 162 085 181.

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

Development Approval means Council's notice to applicant of determination of development application no. D/2014/1837, as varied, modified or replaced from time to time.

Embedded Network means a network and system in the Building for the supply of Embedded Network Services to the Building and Lots in the Building, and includes Embedded Network Equipment.

Embedded Network Equipment means meters, equipment and fittings located within the Common Property associated with or ancillary to the Embedded Network.

Embedded Network Supplier means an entity that supplies an Embedded Network Service.

Embedded Network Service means the supply of any of:

- (a) electricity;
- (b) electricity generation systems;
- (c) electricity storage systems;
- (d) gas;
- (e) thermal energy;
- (f) hot water;
- (g) chilled water;
- (h) potable water;
- (i) recycled water;
- (j) chilled refrigerant;
- (k) heated refrigerant;

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(l) sewage removal systems;
(m) waste removal systems;
(n) water supply systems;
(o) internet services;
(p) telecommunication systems;
(q) mobile telephone signal distribution services;
(r) fibre communications;
(s) customer relationship services in relation to other Embedded Network Services including, without limitation, marketing, sales, post-sale service and management, billing, accounting and administration services;
(t) Embedded Network management services; or
(u) any other embedded network service.

Function Room means the Shared Facility function room on level 9 of Building D, and includes furniture and equipment in the Function Room.

Garbage Bin Holding Area means the residential garbage bin holding area at lower ground level adjacent to the Loading Dock.

Garbage Chute Rooms means the rooms located on each residential level that gives access to the garbage chutes for garbage waste and recyclable waste.

Garbage Room means the garbage room at lower ground level receiving garbage from the Garbage Chute Rooms, including garbage bins, carousel and compactor and other equipment in or servicing that room.

Gym means the gymnasium located on level 9 of Building D, the area around the gymnasium, toilets and associated plant and equipment. The Gym is a Shared Facility.

Government Agency means a governmental or semi-governmental administrative, fiscal or judicial department or entity.

Initial Period has the same meaning as it does in the Management Act.

Inter-Lot Wall means a Common Property wall between two Apartments.

Internal Wall means a wall within an Apartment that is not a Common Property wall.

Lagoon Area means the outdoor water feature and landscaped garden area, including ponds, islands, seating areas, barbeque area and children's' play area, located on ground level comprising portion of the Common Property in Building D, and associated pumps, motors, pipes, landscaping, paving, furniture and equipment. The Lagoon Area is a Shared Facility.

Level 23 Roof Garden Area means the roof terrace area on level 23 of Building C, including a cinema area and associated equipment and all barbeque equipment, landscaping, finishes, furniture, fittings and equipment in the area.. The Level 23 Roof Garden Area is a Shared Facility.

Loading Dock means the loading dock at level 1 (ground level) of Building A. The Loading Dock is a Shared Facility.

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

Minor Renovations has the meaning given in section 110 of the Management Act. Minor Renovations include works or alterations to the Common Property in connection with a Lot, such as changing light fittings, changing floor finishes, replacing or installing wiring and cabling and reconfiguring walls.

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Music Room means the Shared Facility music room on ground level of Building D, and includes furniture and equipment in the Music Room.

Occupier means the occupier, lessee or licensee of an Apartment.

Owner means:

- (a) the owner for the time being of an Apartment; and
- (b) if an Apartment is subdivided or resubdivided, the owners for the time being of the new Apartments; and
- (c) for an Exclusive Use By-Law, the owner of each Apartment benefiting from the by-law; and
- (d) a mortgagee in possession of an Apartment.

Owners Corporation means The Owners - Strata Plan No. SP98812, being the Owners Corporation for the Building.

Rules mean Rules made by the Owners Corporation according to by-law 40 (Rules).

Security Keys means a key, magnetic card or other device or information used in the Building to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

Shared Facilities has the same meaning as it does in the Strata Management Statement.

Strata Committee means the Strata Committee of the Owners Corporation.

Strata Management Statement means the strata management statement for Waterfall by Crown Group registered with strata plan for the Building.

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent under section 49 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

Strata Plan means SP98812, being the strata plan for the Building.

Stratum Plan means the stratum plan of subdivision for Waterfall by Crown Group being DP1249393.

Swimming Pool Area means the swimming pool located on level 9 of Building D, the area around the swimming pool, spa, sauna, toilets and associated plant and equipment. The Swimming Pool Area is a Shared Facility.

Visitor Car Parking Spaces means the 54 visitor car parking spaces on basement level B1 in Building A, Building B, Building C and Building D, which are a Shared Facility for Waterfall Residential.

Waterfall by Crown Group means the mixed-use building that includes Waterfall Residential and Waterfall Retail, and known as Waterfall by Crown Group.

Waterfall Residential means the residential components of Waterfall by Crown Group, being the improvements within Lot 1 in DP1258179 and Lot, 2, 3 and 4 in the Stratum Plan.

Waterfall Retail means the improvements within Lot 5 in the Stratum Plan, being proposed strata scheme SP98817.

44.2 References to certain terms

Unless a contrary intention appears, a reference in the by-laws to:

- (a) words that this by-law does not explain have the same meaning as they do in the Management Act; and
- (b) the word "you" means an Owner or Occupier; and

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(c) a by-law is a reference to the by-laws and Common Property Rights By-Laws under the Management Act which are in force for the Building; and
(d) a document (including the by-laws) includes any amendment, addition or replacement of it; and
(e) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
(f) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and
(g) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
(h) the singular includes the plural and vice versa; and
(i) the words "include", "including" "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

44.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the by-laws.

44.4 Severability

If the whole or any part of a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

44.5 Discretion in exercising rights

The Owners Corporation and the Strata Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the by-laws expressly state otherwise).

44.6 Partial exercise of rights

If the Owners Corporation, Strata Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

44.7 Remedies cumulative

The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.