

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales
Strata Schemes Management Act 20
Real Property Act 1900



AP812858C

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	For the common property CP/SP91667			
	(B) LODGED BY	<table border="1"> <tr> <td>Document Collection Box 1112G</td> <td>Name, Address or DX, Telephone, and Customer Account Number if any Madison Marcus Law Firm Level 10, 1 Market Street, Sydney NSW 2000 134904C Reference: MM191675</td> <td>CODE CH</td> </tr> </table>	Document Collection Box 1112G	Name, Address or DX, Telephone, and Customer Account Number if any Madison Marcus Law Firm Level 10, 1 Market Street, Sydney NSW 2000 134904C Reference: MM191675
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- (C) The Owners-Strata Plan No. 91667 certify that a special resolution was passed on 25/11/2019
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. SPECIAL BY-LAW 1
Added by-law No. SPECIAL BY-LAW 7
Amended by-law No. NOT APPLICABLE
as fully set out below:
See Annexure A

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 91667 was affixed on 17th DECEMBER 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

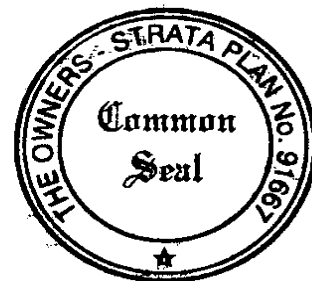
Name: CHARLOTTE STORK

Authority: SENIOR STRATA MANAGER

Signature: _____

Name: _____

Authority: _____



Annexure A

Consolidation of by-laws for SP91667

Summary

By-Law Number	How created	When passed
1-26	Developer By-Laws	Registered with the Scheme
Special By Law 1 – <i>REPEALED</i>	AM726298	21 January 2016
Special By Law 2 – Overcrowding	AM726298	21 January 2016
Special By Law 3 - Exclusive Use (Lot 57)	AM726298	21 January 2016
Special By Law 4 – Bin Room Works	AM726298	21 January 2016
Special By Law 5 – Alterations and Use	AM726298	21 January 2016
Special By Law 6 – Northern Louvres	AM726298	21 January 2016
Special By Law 7 – Short Term Letting	Special Resolution	25 November 2019

Executed by The Owners – Strata Plan No.91667 in accordance with section 273 of the *Strata Schemes Management Act 2015*.

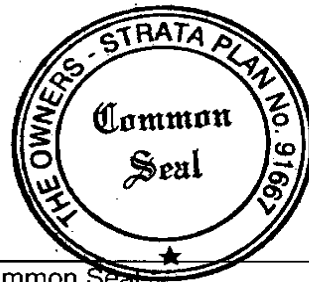


Signature of Committee Member/Strata Manager

CHARLOTTE STORL - STRATA REPUBLIC
Name of Committee Member/Strata Manager

Signature of 2nd Committee Member

Name of 2nd Committee Member



Common Seal

"ASPIRE"
11-15 ALBERTA STREET, SYDNEY

BY-LAWS

Approved Form 27

BY-LAWS

Instrument setting out the terms of by-laws to be created upon registration of the strata plan.

PART 1

Application

1.1 Persons Bound

The persons who must comply these By-Laws are:

- (a) the Owners Corporation;
- (b) each Owner; and
- (c) each Occupier.

1.2 Compliance

A person who must comply with these By-Laws must not do anything to prevent any other person from complying with these By-Laws.

PART 2

Definitions and Interpretation

2.1 Definitions

In these By-Laws unless the context otherwise requires:

"Act" means the Strata Schemes Management Act 1996.

"Building" means the building and improvements known as "Aspire", 11-15 Alberta Street, Sydney and which relate to the Strata Scheme.

"By-Laws" means the by-laws created under this document as amended, added to or rescinded from time to time.

"Caretaker" means a Caretaker appointed by the Owners Corporation Strata under clause 9.2 of these By-Laws and includes a reference to employees and contractors of the Caretaker.

"Common Property" means all areas of the Strata Scheme which are not part of a Lot.

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

"Lot" or "Lots" means a lot or lots within the Strata Scheme.

"Occupier" means a lessee, licensee, occupier or mortgagee in possession of a Lot.

"Owner" means:

- (a) the registered proprietor for the time being of a Lot; or
- (b) if the Lot is subdivided or re-subdivided, the owners for the time being of the new lot.

"Owners Corporation" has the meaning given to it in the Act.

"Parking Area" has the meaning given to it in clause 11.01 of these By-Laws.

"Rules" means rules made by the Owners Corporation under clause 3.1.

"Strata Manager" is the strata managing agent appointed by the Owners Corporation under clause 9.1 of these By-Laws and includes a reference to employees and contractors of the Strata Manager.

"Strata Scheme" is the strata scheme created on registration of the strata plan accompanying these By-Laws.

2.2 Interpretation

In these By-Laws unless the context otherwise requires:

- (a) a reference to a person includes an individual, firm, corporation, unincorporated association, joint venture and an authority;
- (b) a reference to a person includes a reference to that person's executors, administrators, successors in title and assigns;
- (c) a reference to a thing includes the whole or each part of it;
- (d) where a person bound consists of 2 or more persons, these By-Laws benefit and bind them jointly and severally;
- (e) the singular includes the plural and vice versa;
- (f) if a period of time is specified and commences from a given day or the day of an act or event, it must be calculated exclusive of that day;
- (g) a document includes any variation or replacement of it;
- (h) a reference to time is a reference to Sydney time;
- (i) a law ordinance or code includes regulations and other instruments under it and consolidations amendments re-enactments or replacements of them;
- (j) "include" or "including" when introducing an example or list of things, does not limit the example or list to the example or list used or referred to; and
- (k) headings are only used for convenience and do not affect interpretation.

PART 3

Laws and Instruments

3.1 Rules

The Owners Corporation may from time to time make, add to or change Rules about the security, control, management, operation, use and enjoyment of Lots and Common Property in the Strata Scheme. In particular the Owners Corporation may determine that facilities situated on Common Property may only be used during certain times or on certain conditions.

3.2 Compliance with By-Laws and Rules

Each Owner and Occupier must, at their own expense and in a timely fashion, comply with By-Laws and Rules and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the

invitee leaves the Building.

3.3 Compliance with Laws

Each Owner and Occupier must, at their own expense and in a timely fashion, comply with all laws relating to their Lot including without limitation any requirement, notices and orders of any Government Agency.

3.4 Covenants and Easements

Each Owner and Occupier must observe the provisions of any covenant, easement or right of way affecting a Lot or the Common Property.

3.5 Payment of Levies

Each Owner must promptly pay all levies and other amounts payable to the Owners Corporation in accordance with these By-Laws or the Act.

3.6 Non-compliance

If an Owner or Occupier fails to comply with By-Laws or Rules:

- (a) the Owners Corporation may enforce a By-Law or Rule by legal means;
- (b) the Owners Corporation may do any work on or in a Lot which should have been done by an Owner or Occupier;
- (c) if the Owners Corporation must do work on or in a Lot, an Owner or Occupier must:
 - (i) give the Owners Corporation or persons authorised by it access to the Lot; and
 - (ii) pay the Owners Corporation for its costs of doing the work; and
- (d) the Owners Corporation may recover any money owed to it by an Owner under the By-Laws or the Act as a debt.

The powers of the Owners Corporation under this By-Law are in addition to those available to it under the Act.

3.7 Alteration of By-Laws

Subject to any By-Law to the contrary, the Owners Corporation may add to, change or cancel these By-Laws according to the Act.

3.8 Applications

Any application or other communication by an Owner or Occupier to the Owner's Corporation must be made in writing and may be delivered to the Strata Manager.

PART 4

Behaviour by Owners and Occupiers

4.1 Behaviour

An Owner and Occupier must not:

- (a) make noise or behave in a way that might interfere with other Owners, Occupiers or their invitees or any other person lawfully using Common Property;
- (b) obstruct lawful use of Common Property by any person;
- (c) use language or behave in a way that might offend or embarrass another Owner, Occupier or their invitees;
- (d) when admitting visitors or invitees to the Building, permit them to remain on Common Property unsupervised except to the extent reasonably necessary for access of invitees;
- (e) do anything in their Lot or in Common Property which is illegal or prohibited by a By-Law;
- (f) do anything which might damage the good reputation of the Building;
- (g) enter and remain on Common Property without being adequately clothed; or
- (h) deposit or throw any garbage on Common Property except in a receptacle or area specifically provided for that purpose.

4.2 Children

An Owner or Occupier must not allow children in their care to:

- (a) play on Common Property; or
- (b) be in an area of Common Property that is dangerous unless supervised by an adult.

4.3 Laundry

An Owner or Occupier must not hang laundry, bedding or other articles on the balcony or terrace of a Lot or in any area which is visible from outside the Lot.

4.4 Animals

- (a) An Owner or Occupier of a Lot may keep any animal on the Lot but only with the prior written approval of the executive committee of the Owners Corporation.

- (b) The written approval of the executive committee of the Owners Corporation may not be withheld unless the executive committee forms the opinion (acting reasonably) that such animal is or is likely to become offensive, noisy, a nuisance or cause a disturbance to any other Owner or Occupier.
- (c) Any approval of the Executive Committee of the Owners Corporation pursuant to this By-Law 4.4 is specific to the animal so approved.
- (d) If an Owner or Occupier keeps an animal under this By-Law 4.4 such Owner or Occupier must keep the animal in the relevant Lot and not let it wander onto the Common Property or another Lot.
- (e) If an Owner or Occupier keeps an animal under this By-Law 4.4 and such Owner or Occupier needs to take the animal onto the Common Property such Owner or Occupier must restrain the animal (for example by leash or in a pet cage) and control the animal at all times.
- (f) If an Owner or Occupier keeps an animal under this By-Law 4.4 such Owner or Occupier is responsible:
 - (i) to other Owners, other Occupiers and other persons lawfully using the Common Property for:
 - (A) noise the animal makes; and
 - (B) damage to or loss of property or injury or death to persons caused by the animal; and
 - (ii) to take such action as maybe necessary to clean all areas of the relevant Lot and the Common Property that are soiled by the animal.
- (g) The approval of the executive committee of the Owners Corporation granted pursuant to this By-Law 4.4 may be withdrawn by the executive committee of the Owners Corporation if in the opinion of the executive committee (acting reasonably) the animal is or becomes offensive, noisy, a nuisance or disturbs other Owners or Occupiers. If the approval of the executive committee is so withdrawn, the Owner or Occupier must immediately remove the animal from the Lot and Common Property and must not thereafter keep the animal on the Lot or the Common Property.
- (h) This By-Law 4.4 is subject to Section 49 (4) of the Act.

4.5 Prohibited Uses

An Owner or Occupier must not use a Lot or Common Property as:

- (a) premises for the sale, display or hiring of pornographic material or sex aids;
- (b) a brothel;

- (c) a methadone clinic or any establishment involved in dispensing or administering drugs;
- (d) a pharmacy; or
- (e) a doctors surgery.

4.6 No Interference with Managers

An Owner or Occupier must not interfere with or stop

- (a) the Caretaker performing their duties;
- (b) the Caretaker using Common Property that the Owners Corporation permits the Caretaker to use; or
- (c) an Owner enjoying exclusive use rights given to them under a By-Law.

PART 5

An Owner's Lot

5.1 Cleaning and Maintenance

Each Owner and Occupier must, at their own cost:

- (a) keep their Lot clean and in good repair;
- (b) provided that it can be accessed safely from inside the lot, clean glass in the windows and doors of their Lot;
- (c) comply with all laws relating to their Lot including any requirement, notices and orders of any Government Agency; and
- (d) properly maintain their Lot and any dedicated installation which services their Lot.

5.2 Installations

An Owner or Occupier must not:

- (a) operate electronic equipment or devices which interfere with domestic appliances in other Lots or on Common Property;
- (b) install or operate security devices which have an audible alarm;
- (c) install bars, screens, grills, security locks or other safety devices on the exterior of windows or doors in a Lot; For clarity installation on the interior is ok.
- (d) attach or hang aerials, security devices or electronic wires on the exterior of their Lot or on Common Property; or
- (e) install a water or gas connection or bayonet on a Balcony.
- (f) install an external clothes line on the balcony.

5.3 Visible Items

5.3.1 An Owner or Occupier must not without the prior written consent of the Owners Corporation:

- (a) display any sign or advertisement which is visible from outside their Lot or is attached to Common Property;
- (b) keep anything in a Lot which is visible from outside that Lot which is not in keeping with the general appearance of the Building;
- (c) place or maintain outdoor furniture, planter boxes, pot plants, or recreational

equipment on the terrace or balcony of a Lot unless:

- (i) the Furniture is of a high quality and finish in keeping with the appearance of the Building; and
- (ii) the Furniture will not cause damage to the Lot or Common Property.

In giving its consent, the Owners Corporation will be entitled to require an Owner or Occupier to remove any thing, item or sign from time to time to allow regular maintenance and repair of Common Property.

5.3.2 Owners and Occupiers must:

- (a) properly maintain Furniture on the balcony of their Lot; and
- (b) ensure that the Furniture is clean and tidy at all times; and
- (c) ensure that all plants and vegetation are kept in good condition and appearance.

5.3.3 Owners and Occupiers must immediately remove Furniture from the balcony of their Lot if:

- (a) they do not comply with their obligations under this clause; or
- (b) the furniture has or may cause damage to a Lot, Common Property or another part of the Building.

PART 6

Building Work

6.1 Building Work

Any Owner or Occupier who wants to effect building work in the Building or alter the structure of a Lot must comply with the provisions of this Part 6.

6.2 Obtaining Consent

Before doing any work or alterations an Owner or Occupier must:

- (a) obtain the consent of the Owners Corporation;
- (b) if required by law, obtain the consent of Government Agencies; and
- (c) give the Owners Corporation a detailed written description of the proposed work or alterations.

6.3 Giving Consent

The Owners Corporation may not unreasonably withhold consent to any work or alterations proposed by an Owner or Occupier if:

- (a) the works or alterations are necessary to enable the Owner or Occupier to use their Lot for a proposed lawful purpose;
- (b) the works do not adversely affect Common Property or the rights of any other Owner or Occupier or any other proprietor of a lot or parcel in the Building;
- (c) the Owner or Occupier enters into a covenant (binding on successors, assigns or transferees) with the Owners Corporation to comply with conditions which the Owners Corporation may reasonably require including:
 - (i) a condition that the Owners Corporation or any other person does not have to re-instate;
 - (ii) a condition that the works or alterations are carried out at the sole cost and expense of the Owner or Occupier; and
 - (iii) an indemnity to the Owners Corporation in respect of any damage that might be caused.

6.4 Carrying out Works

In carrying out any works or alterations an Owner or Occupier must:

- (a) ensure that all works or alterations are carried out with undue delay;
- (b) cause as little disturbance as possible to other Owners and Occupiers or the proprietors of other lots or parcels in the Building;
- (c) use qualified, reputable and, where appropriate, licensed contractors;
- (d) carry out all works or alterations in a proper and workmanlike manner;
- (e) promptly remove all resulting rubbish and debris from the Building; and
- (f) promptly repair any damage directly or indirectly caused to the Building by the carrying out of those works or alterations.
- (g) carry out works between the hours of 7:00am to 5:00pm Monday to Friday, and 8:00am – 4:00pm on Saturday.

6.5 Minor Works

An Owner or Occupier may undertake minor work or make minor alterations to the interior Common Property structures enclosing their Lot such as the hanging of pictures or the fixing of furniture to walls.

PART 7

Common Property

7.1 Common Property

An Owner or Occupier must:

- (a) only use Common Property and equipment situated there for its intended purpose;
- (b) notify the Owners Corporation if there is any damage to or a defect in Common Property or equipment situated there; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by an Owner, Occupier or any of their invitees.

7.2 Damage

An Owner or Occupier must not:

- (a) do or permit anything to be done which might cause structural damage to the Building or Common Property including bringing into the Building any heavy article;
- (b) deface or damage Common Property;
- (c) interfere with any personal property or equipment of the Owners Corporation situated in Common Property; or
- (d) interfere with the proper operation of any equipment installed in Common Property including lifts and security devices.

7.3 Moving Furniture and Goods

Before an Owner or Occupier moves any furniture or goods through the Building and Common Property it must:

- (a) make arrangements with the Caretaker at least 48 hours in advance;
- (b) move furniture and goods according to the instructions of the Caretaker;
- (c) comply with any other reasonable requirements of the Caretaker; and
- (d) use lifts and entrances directed to be used by the Caretaker.

7.4 Storage on Common Property

An Owner or Occupier must have the prior consent of the Owners Corporation before storing any goods or belongings on Common Property.

7.5 Restricting Access

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

- (a) close off or restrict access to parts of Common Property which are not required for access to any Lot;
- (b) restrict by security device access to levels in the Strata Scheme where an Owner or Occupier does not own or occupy a Lot;
- (c) allow the Caretaker to use parts of Common Property to operate or monitor the security of the Building; and
- (d) prevent an Owner or Occupier from gaining access to those parts of Common Property used for security purposes by the Caretaker.

PART 8

Security and Fire Control

8.1 Flammable Materials

An Owner or Occupier must not use or store:

- (a) any flammable chemical, liquid, gas or other materials on their Lot other than those chemicals, liquids, gases or materials used or intended to be used in connection with the lawful occupation of their Lot; or
- (b) any flammable chemical, liquid, gas or other material on Common Property.

8.2 Security

The Owners Corporation must take reasonable steps to stop intruders coming into the Strata Scheme and to prevent fires and other hazards. In order to do so, the Owners Corporation may:

- (a) install and operate security cameras and other surveillance equipment;
- (b) install and operate fire and safety devices and equipment; and
- (c) make arrangements with third parties about the installation and operation of security and fire prevention equipment.

8.3 No Interference by Owners or Occupiers

An Owner or Occupier must:

- (a) not interfere with security or surveillance equipment in the Building; or
- (b) do anything that might prejudice the security or safety of the Building.

8.4 Security Keys

The Owners Corporation will make available to Owners and Occupiers not less than 2 sets of security keys or security devices necessary to enable Owners and Occupiers to access their Lot and, for that purpose, to pass over Common Property necessary to access their Lot. The Owners Corporation may charge a fee for the provision of any additional security keys or devices. Each Owner and Occupier must:

- (a) exercise a high degree of caution and responsibility in making security keys or devices available for use by other persons;
- (b) not duplicate or permit any security key or device to be duplicated;

- (c) take all reasonable steps to ensure that security keys or devices are not lost; and
- (d) immediately notify the Owners Corporation if a security key or device is lost or destroyed.

8.5 Fire Control

The Owners Corporation and each Owner and Occupier must comply with all laws about fire safety and control and must:

- (a) not interfere with fire safety equipment;
- (b) not obstruct fire stairs or fire escapes; or
- (c) take reasonable care to make sure that fire and security doors are locked or closed when not being used.
- (d) not install any locking device to their front door which may compromise the safety of the door or egress from the property during an emergency.

PART 9

Managers

9.1 Strata Manager

The Owners Corporation may appoint and retain a Strata Manager under the Act.

9.2 Agreement

The Owners Corporation has the power to appoint and enter into an agreement ("Agreement") with a Caretaker to provide management and operational services for the Strata Scheme.

9.3 Terms of Agreement

9.3.1 The Owners Corporation, in addition to the powers and authorities conferred on it by or under the Act and these by-laws, has the power and authority to appoint and enter into an agreement with the Caretaker to provide for the management, control and administration of the Strata Scheme which agreement may provide for:

- (a) a term of 5 years with an option of 5 years, with rights or early determination by the Owners Corporation if there is a default by the Caretaker which is not remedied or compensated for with 28 days of service detailed notice;
- (b) the Caretaker to arrange for and supervise the cleaning (including removal of garbage), security, supervision and service of the common property and any personal property vested in the Owners Corporation and for the general repair, maintenance, renewal or replacement of that property;
- (c) the provision of services to the Owners Corporation, owners or occupiers for a fee to be negotiated with owners in occupation;
- (d) the supervision of any contractors of the Owners Corporation;
- (e) the control and supervision of the common property;
- (f) anything else which the Owners Corporation agrees is necessary or desirable having regard to the operational and management requirements of the Owners Corporation;
- (g) provision of a letting service to owners or occupiers who wish to let their properties for short term or long term lettings at a fee to be negotiated with such owners or occupiers;
- (h) remuneration of the Caretaker in the sum approved by the Owners Corporation with annual increases;
- (i) restrictions on the Owners Corporation permitting anyone other than the Caretaker appointed by the agreement from operating from any location within the Strata Scheme a letting service of the same or similar type to that referred to in subclause (g) above.

The Caretaker appointed by the agreement will not be the Strata Managing Agent, if any, appointed pursuant to Chapter 2, Part 4 of the Strata Schemes Management Act 1996;

- (j) the Caretaker right to assign the agreement;
- (k) the provision of a concierge for the Strata Scheme and the duties of the concierge;
- (l) the Caretaker, at its expense, erecting or procuring the erection of all reasonable signs in or about the Common Property for the purpose of performing and promoting the rights and obligations of the Caretaker under the Agreement including for the purpose of promoting the letting, property management and sales services of the Caretaker provided that the Caretaker first obtains the Owners Corporations written consent, such consent not to be unreasonably withheld; and
- (m) obliging the Owners Corporation to enter into any reasonable agreement with a financier of the Caretaker so that the financiers rights pursuant to any such security arrangement between the Caretaker and the financier can be enforced.

At the expiration of the agreement the Owners Corporation may enter into a further agreement consistent with the terms of by-law 9.3.

9.3.2 An owner or occupier of a lot must not:

- (a) interfere with or obstruct the Caretaker from performing the Caretakers duties under the agreement referred to in by-law 9.3; or
- (b) interfere with or obstruct the Caretaker from using any part of the common property designated by the Owners Corporation for use by the Caretaker.

PART 10

Airconditioning

10.1 Ownership - Owners Corporation

The Owners Corporation owns that part of the airconditioning plant, machinery and equipment located on Common Property (such as cooling towers on the roof of the Building, ducting and wiring through Common Property and other airconditioning components located on common property).

10.2 Ownership - Lot

The Owner of a Lot owns the airconditioning plant, machinery and equipment located within the Lot (such as control panels, remote controls, ducting within any false ceiling or bulkhead and electrical wiring).

10.3 Right of Owner to Connect

The Owner of each Lot has the right to connect to and use within their Lot the airconditioning plant, machinery and equipment located on Common Property and owned by the Owners Corporation.

10.4 Obligations of the Owners Corporation

The Owners Corporation must operate, maintain, repair and, where necessary, replace the airconditioning plant, machinery and equipment located on Common Property and owned by the Owners Corporation (including any cooling towers on the roof of the Building and all other components of such airconditioning).

10.5 Obligation of Owners

The Owner of each Lot must, at the cost of that Owner:

- (a) operate, maintain, repair and, where necessary, replace the airconditioning plant, machinery and equipment which is located within that Lot and which is the property of that Owner;
- (b) use contractors approved by the Owners Corporation (such approval not to be unreasonably withheld) when complying with their obligations under by-law 10.5(a);
- (c) comply with the reasonable requirements of the Owners Corporation when carrying out its obligations under by-law 10.5(a); and
- (d) comply with the requirements of government agencies about airconditioning services.
- (e) if damage is caused to the airconditioning plant situated on common property by the operation and use of the airconditioning system by the owner/occupier, than it is the

owners responsibility to pay for replacement of the damaged plant.

10.6 No other Airconditioning

In addition to and without derogating from any other by-law, the Owner of a Lot must not erect or install any other airconditioning plant, machinery or equipment within the Lot or on the balcony of any Lot or on Common Property without the prior consent of the Owners Corporation, which consent can be withheld for any reason or granted with conditions.

10.7 Noise control

The Owner of each Lot must ensure that the airconditioning plant, machinery and equipments comply with the requirements of the Protection of the Environment Operations (Noise Control) Regulation 2008 and do not:

- (a) emit noise that is audible within a habitable room in any other residential Lot (regardless of whether any door or window to that room is open):
 - (i) before 8.00am and after 10.00pm on any Saturday, Sunday or public holiday;
or
 - (ii) before 7.00am and after 10.00pm on any other day; or
- (b) emit a sound pressure level when measured at the boundary of any other residential Lot, at a time other than those specified in (i) and (ii) above, which exceeds the background (LA90,15minutes) by more than 5dB(A). The source noise level must be measured as a LAeq 15 minute.

PART 11

11. Carparking Stacking System

- 11.01 In this by-law "Parking Area" means that part of the Common Property in which the mechanical carparking system is located.
- 11.02 In this by-law 11, the Owner of each of the Lots in the Strata Scheme listed in the annexed Parking Area - Carparking and Storage Area Schedule is, whilst they own the Lot, a "Carparking Owner", and each Carparking Owner is entitled to use a carparking lot being a A Carparking Lot as listed in the annexed Parking Area - Carparking and Storage Area Schedule.
- 11.03 This by-law is made for the purpose of authorising an owner who is a "Carparking Owner" to park a car on or in part of the common property, namely the Parking Area, strictly subject to and in accordance with this by-law 11.

11.04 Stacking System

There is or is to be in the Parking Area a mechanical carparking system ("the system") which is intended to operate as follows:

- (a) A user drives their car front end first into the mechanical car stacker entry module on the ground level of the Building, steps out of their car and exits the module then by use of a special Security Key or key pad instructs the system to park their car.
- (b) The system will park the car in any available slot in the system by moving the car and putting it in an available slot. The system may have regard to the dimensions of a car in choosing the slot.
- (c) No Carparking Owner or car has a right to any individual spot or slot in the system. The system stacks cars in various slots rather than placing them on ground level.
- (d) A Carparking Owner needs to operate the special Security Key or key pad in the system to retrieve their car, which should be returned to the exit module to the system. The driver then enters the car and drives it away.
- (e) The system is designed to accommodate no more than 30 cars at any one time:
- (i) 30 of which can be up to [1900]mm high; and
- (f) The system cannot take cars over [5200]mm in length or over [2150]mm in width.

11.05 For the purposes of this by-law 11 the length, width or height of a car is to be measured as including anything attached to the car that might increase its total length, width or height - such as roof racks, an aerial, tow bars, or bull bars.

11.06 Each Carparking Owner will have the use of the Parking Area in common with each other Carparking Owner, subject to and upon the following conditions:

(a) Subject to sub-paragraph 11.6(b) of this by-law, each Carparking Owner may only use the Parking Area for the storage and retrieval of one car at any time by use of the mechanical carparking system described in this by-law 11. If a Carparking Owner owns more than one Carparking Lot, they may store and retrieve one car for each Carparking Lot they own. If there is more than one owner of a Carparking Lot, only the owner first named on the strata roll may exercise the rights of the Carparking Owner for that lot under this by-law 11 unless all owners of the lot give the Owners Corporation a written direction that a different specified co-owner is instead to exercise those rights.

(b) A Carparking Owner cannot use the system to store or retrieve a car if:

(i) the system is full (e.g. because another Carparking Owner is in breach of the by-law stored two cars);

(ii) the car they wish to park exceeds the permitted dimensions referred to above;

(iii) the car is not driven in front forward;

(iv) the car exceeds the height, width and length constraints specified in by-law 11.4(e) and (f);

(v) the car has its aerial up; or

(vi) the Carparking Owner owes monies payable by the Carparking Owners under this by-law and they have not been paid when due.

When the Carparking Owner cannot use the system they must immediately remove their car from the entry or exit modules so as not to interfere with the use by others.

(c) A Carparking Owner must ensure that no natural person or animal is in the car whilst it is in the Parking Area, except for the driver driving the car into the system, the driver standing next to the controls to operate the system so as to direct the storage or retrieval of their car, and the driver getting in their car to drive it out of the system after the car has been retrieved from its slot.

(d) Cars must not be left parked (except immediately before storage or after retrieval) in the entry or exit modules to the system into or from which drivers drive their car, as that may interfere with use by others.

(e) Carparking Owners must comply with all directions of the manufacturer of the system,

the Caretaker and the Owners Corporation as to the proper, efficient and safe use of the system and they must have reasonable regard for the convenience of other users.

- (f) The system may be designed so that it can only be operated by a Security Key or key pad. In that event, each Carparking Owner will be entitled to one Security Key or such other device which operates the system for each Carparking Lot owned by the Carparking Owner. No other owners will be entitled to a Security Key or other device which operates the System. By-Law 7.4 will otherwise apply to any such Security Key or other device; and
 - (h) Each Carparking Owner indemnifies the Owners Corporation and each other Carparking Owner for any loss or damage suffered by the Owners Corporation or another Carparking Owner as a result of any wilful or negligent non-compliance with this by-law by the Carparking Owner (or by any person using the Parking Areas with the permission of, or using a Security Key or such other device provided by or on behalf of, the Carparking Owner).
- 11.07 Each Carparking Owner agrees that they will not own any separate specific car space and that the system may only be used in accordance with the description referred to in by-law 11. By seeking a Security Key or device to operate the system or by use of the system they accept the conditions in this by-law 11.
- 11.08 The Owners Corporation (rather than any Carparking Owner) must properly maintain and keep in a state of good and serviceable repair the Parking Area including the system and any services or equipment which is exclusively required for operation of the system. The Owners Corporation must also if and when reasonably required renew or replace the system and any services or equipment which exclusively serve the system including, without limitation, any part that may require renewal or replacement.
- 11.09 The Owners Corporation must use reasonable endeavours to ensure that the system is supplied with any necessary power, and the cost of that power will be treated as a recurrent expense payable out of the administrative fund for the Owners Corporation.
- 11.10 The Owners Corporation must at its cost do all other things reasonably required of it to ensure the efficient operation of the system for the benefit of Carparking Owners including, without limitation, the maintenance of services which are shared with the system (eg power), and the issue of notices to any person who may not be using the system in accordance with this By-law 11. The Owners Corporation must also at its cost obtain and maintain public liability insurance in its name and in the names of the Carparking Owners from time to time in respect of the system and the Parking Area, for no lesser sum and upon conditions no less favourable to the insured than any public liability insurance maintained for other parts of the Common Property.
- 11.11 Without limiting its other powers, the Owners Corporation has the power to remove, have towed away, and to retain until the costs of removal, towing and storage are paid, any car which has been placed in the system other than in accordance with this by-law, or by or on behalf of a Carparking Owner who is more than 90 days in arrears in paying levies under this by-law 11, or where the Owners Corporation reasonably determines that the car has been

abandoned.

11.12 Levies

- (a) Each Carparking Owner must pay in addition to and at the same time and in the same manner as payment of any other levies raised by the Owners Corporation in connection with the Strata Scheme, in respect of each Carparking Lot owned by them a quarterly levy determined by the Owners Corporation from time to time for the purposes of and in accordance with this by-law 11.
 - (b) The Owners Corporation must, not later than 14 days after the constitution of the Owners Corporation and at each annual general meeting after that, estimate how much money it will need to credit to the Carparking Fund fund for actual and expected expenditure for the purposes specified in by-law 11.20.
 - (c) The Owners Corporation must determine the amounts to be levied as a contribution for the purposes of this by-law 11.12 to raise the amounts estimated by the Owners Corporation for the purposes of by-law 11.12(b). That determination must be made at the same meeting at which those estimated amounts are determined.
 - (d) The Owners Corporation must levy on each Carparking Owner the contribution determined by the Owners Corporation for the purposes of this by-law 11.12 per Carparking Lot a Carparking Owner is entitled to use under this by-law 11.
 - (e) If the Owners Corporation is subsequently faced with other expenses it cannot at once meet from the Carparking Fund, it must levy on each Carparking Owner a contribution to the Carparking Fund, determined at a general meeting of the Owners Corporation, in order to meet the expenses.
- 11.13 The levies referred to in by-law 11.12 are due and payable by the dates specified without requirement for any act or notice. They are the same for each Carparking Lot regardless of the unit entitlements of the respective lots. For the purposes of adjustments as between vendors and purchasers of Carparking Lots, they are deemed to be paid in advance. The Owners Corporation is not required to be a party to any such adjustments.
- 11.14 If, at the time a person becomes the owner of a Carparking Lot, another person is liable in respect of the lot to pay an amount under this by-law 11, the new owner is jointly and severally liable with the other person for the payment of that amount and interest on that amount.
- 11.15 A mortgagee or covenant charge in possession of a Carparking Lot (whether in person or not) is jointly and severally liable with the owner of the Carparking lot for any amount payable under this by-law 11 and, from when the mortgagee or covenant chargee has been given notice of the amount, for interest on that amount. The liability of a mortgagee or covenant chargee in possession does not affect the liability of an owner of a lot for any amount payable under this by-law.
- 11.16 The amounts payable under by-law 11.12, if not paid at the end of one month after they become due and payable, bear until paid simple interest at the rate from time to time applicable

under Section 79 of the Act.

- 11.17 The Owners Corporation may recover as a debt a levy payable under this by-law 11 if not paid at the end of one month after it becomes due and payable, together with any interest payable and the expenses ("Recovery Expenses") of the Owners Corporation incurred in recovering those amounts. The Owners Corporation may incur Recovery Expenses. Those expenses are to be paid from the administrative fund.
- 11.18 Levies are payable under this by-law 11 by an Carparking Owner even if the Carparking Owner makes no use of the system.
- 11.19 The Owners Corporation must establish and maintain a separate fund to be call the "Carparking Fund" and it must deposit in the Carparking Fund:
- (i) all amounts received by it under this by-law 11 (except the Recovery Expenses); and
 - (ii) the proceeds of any claim on an insurance policy relating to the system where the policy premium was paid out of the Carparking fund.
- 11.20 Subject to by-law 11, the Owners Corporation must not pay any money from the Carparking Fund except for the purpose of:
- (i) paying the costs of maintaining, repairing, renewing and replacing the system and any services or equipment which are exclusively required for the system to operate in accordance with this by-law 11 (other than power);
 - (ii) paying bank charges, taxes, and reasonable accounting and (if required) auditing costs applicable to the Carparking Fund and its operation; and
 - (iii) paying for machinery break down or property insurance for the system if the Owners Corporation decides to obtain such insurance.
- 11.21 The costs and expenses referred to in by-law 11.20 must, to the extent there are monies available in the Carparking Fund when costs and expenses fall due, be paid from the Carparking Fund rather than the administrative fund or the sinking fund. If and to the extent there are not sufficient monies in the Carparking Fund to pay all those costs and expenses as and when they fall due, then the provisions of by-law 11.12(e) apply.
- 11.22 Sections 73 (investment and interest), 74 (accounts), 106 (financial statements), and 107 (audit) of the Act will be deemed to apply to the Carparking Fund in the same way that they apply to the administrative fund and the sinking fund. A certificate under section 109 of the Act will provide information as to whether there is any amount unpaid under this by-law.
- 11.23 Nothing in by-laws 11.12 to 11.22 (each inclusive) relieves the Owners Corporation from its responsibilities under by-laws 11.8, 11.9 and 11.10.
- 11.24 Each Carparking Owner has, in common with each other Carparking Owner, a right to require the Owners Corporation to comply with its obligations under by-laws 11.8, 11.9 and 11.10

- 11.25** This by-law 11 may only be replaced with the written consent of each Carparking Owner and in accordance with a special resolution. In the unlikely event that it is repealed, then the balance of the Carparking Fund at the time of repeal will be divided between the Carparking Owners at that time on the basis that each Carparking Owner receives an equal amount for each Carparking Lot owned by them at that time.
- 11.26** A Carparking Owner may allow an occupier of their lot to enjoy the Owners right under this by-law instead of the Carparking Owner, but the Carparking Owner must ensure that the occupier fully and promptly complies with each and every obligation of the Carparking Owner in this by-law 11, as if the occupier was the Carparking Owner.
- 11.27** If a Carparking Owner does not comply with any provision of this by-law 11, then without limiting its other rights of access or action the Owners Corporation may:
- (a)** enter the Parking Area, on the same terms and conditions as set out in Section 65 of the Act;
 - (b)** carry out or perform that obligation on behalf of the Carparking Owner; and
 - (c)** recover the costs incurred by the Owners Corporation in doing so (including legal and professional costs) from the owner as a debt due.
- 11.28** Without limiting its other powers or reducing its responsibility, the Owners Corporation may retain reputable contractors to repair maintain renew and replace the System and the costs of those contractors will be regarded as a cost of repair maintenance renewal or replacement.
- 11.29** A Carparking Owner may allow a guest, occupant, tenant or resident of the Building ("sub-licensee") to enjoy the Carparking Owners rights under this by-law subject to the following:
- (a)** The Carparking Owner must in doing so comply with any covenants or other documents registered on the title to the Building and with all applicable laws and it must ensure that its sub-licensee also does so;
 - (b)** The Carparking Owner must first give written notice of the name, address, telephone number and contact details for the sub-licensee to the Owners Corporation;
 - (c)** The Carparking Owner is not entitled to itself enjoy its rights under this by-law 11 until the Carparking Owner gives the Owner Corporation written notice that it has terminated the rights of the sub-licensee;
 - (d)** From that point on the sub-licensee cannot enjoy the Carparking Owners rights unless the Carparking Owner gives a new written notice in respect of the sub-licensee as required by sub-clause (a);
 - (e)** The Carparking Owner must ensure that the sub-licensee fully and promptly complies with each and every obligations of the Carparking Owner in this by-law 11, as if the

sub-licensee was the Carparking Owner;

- (f) Despite the sub-licensee enjoying the Owners rights, the Carparking Owner must still perform all its obligations under this by-law 11
- (g) The rights of its sub-licensee will automatically terminate upon the Owners Corporation receiving written notice of any transfer or other dealing with its Carparking Lot by a Carparking Owner;
- (h) The Carparking Owner must ensure that before using the system the Sub-Licensee executes and delivers to the Owners Corporation a document in a form required by the Owners Corporation under which the sub-licensee agrees to be bound by the obligations of the Carparking Owner under this By-law as relate to the period it is a sub-licensee and under which the sub-licensee agrees that the Owners Corporation has the power referred to in by-law 11.11 in relation to any car placed in the system by or on behalf of the Sub-licensee;
- (i) Each Carparking Owner indemnifies the Owners Corporation and each other Carparking Owner for any loss or damage suffered by the Owners Corporation or another Carparking Owner as a result of any failure by the Carparking Owner=s sub-licensee to comply with the obligations that would apply to the sub-licensee if it was the Carparking Owner.

12.1 Moving Furniture and Other Objects on or through Common Property

- 12.1 An Owner or Occupier of a Lot (or any invitees of the Owner or the Occupier of a Lot) must not transport any goods and equipment, furniture or large objects through or on Common Property within the Building except in accordance with this By-Law 12 and only after sufficient notice has first been given to the Executive Committee or the Caretaker, so as to allow a representative of the Owners Corporation to be present at the time when the Owner or Occupier (or any invitees) does so.
- 12.2 Before an Owner or Occupier (or any invitees of the Owner or the Occupier of a Lot) moves any goods and equipment, furniture or large objects through or on Common Property within the Building ("Removals"), the Owner or Occupier must make arrangements with the Executive Committee or the Caretaker in writing within a reasonable time (at least 24 hours) before Removals are carried out: -
 - (a) to book the lift;
 - (b) to ensure that lift covers are in place;
 - (c) to give notice of any necessary security arrangements; and
 - (d) to notify any representative of the Owners Corporation (if considered necessary).
- 12.3 Removals may only be carried out on Monday to Saturday between the hours of 9.00am and 4.00pm or in accordance with the permitted hours determined by the Owners Corporation from

time to time.

12.4 An Owner or Occupier of a Lot must ensure that:

- (a) all Removals are to be carried out in the lift booked with the Executive Committee or the Caretaker; and
- (b) all areas are protected from damage when carrying out Removals and all rubbish is removed from the Strata Scheme and its surrounds; and
- (c) all Removals are transported in the manner reasonably directed by the Executive Committee or the Caretaker; and
- (d) all deliveries whatsoever, particularly deliveries by removalist trucks or otherwise are to be made or received from those areas in the Common Property in the Building designated for such purposes.

12.5 In the event of any damage to the Common Property resulting from a failure by the Owner or Occupier of a Lot to comply with the provisions of this By-Law 12, then the Owners Corporation may repair such damage, and is entitled to recover from the Owner of that Lot all the Owners Corporation's costs of undertaking such repairs. Such costs shall be a debt due and payable on demand by the Owner of that Lot to the Owners Corporation.

12.7 For the purposes of this By-Law 8, "goods and equipment" includes construction materials, construction equipment and the like.

13 Obligation of Owners

13. FLOOR COVERINGS

13.1 An Owner or Occupier of a Lot must:

- (a) not replace or remove any flooring in the Lot (including but not limited to flooring comprising timber, parquet, marble, stone or other hard surface extant at the date of registration of this By-Law) without the prior written consent of the Owners Corporation; and
- (b) ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.

13.2 In the event that an Owner or Occupier of a Lot wishes to replace or remove any existing flooring in the Lot with another type of flooring (other than carpet), the Owner acknowledges and understands that the minimum standard to be achieved for any such floor finish must be the current minimum standard prescribed under the BCA as amended from time to time. Further, an Owner must provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person following installation of flooring with the prior written consent of the Owners Corporation, to demonstrate compliance with this

By-Law.

13.3 This By-Law 9 does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

14 Barbeques on your Balcony

14.1 You may store and operate a portable barbeque on your Balcony if:

- (a) it will not, and is not likely to, cause damage to the building, property of another Owner or Occupier or neighbouring property; and**
- (b) it is not or is not likely to become dangerous (eg a light weight portable barbeque likely to be blown away in windy conditions) or create a nuisance (eg by excessive flames or smoke); and**
- (c) you keep it covered when you are not operating it; and**
- (d) you keep it clean and tidy.**

14.2 You may store and operate the following types of portable barbeques on your Balcony:

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

You may not store or operate a portable barbeque on your Balcony if that portable barbeque has no cover.

14.3 You may only operate your barbeque between 9.00 am and 10.00 pm or during other hours approved by the Owners Corporation.

14.4 When you use a barbeque, you must not create smoke, odours or noise which causes a nuisance to or interferes unreasonably with another Owner or Occupier.

15 Garbage Disposal and Depositing Rubbish and Other Material on Common Property.

15.1 The Owner or Occupier of a Lot (not being the Retail Lot):

- (a) must dispose of recyclable waste by placing it in an appropriate container in the garbage room located on the Common Property;**
- (b) must ensure that before refuse is placed in any receptacle it is securely wrapped or, in the case of tins or other containers, completely drained;**
- (c) must promptly remove any thing which the Owner, Occupier or garbage collector may**

have spilled from the receptacle and must take action as may be necessary to clean the area within which that thing was spilled; and

- (d) must comply with the directions from time to time of the Owners Corporation as to the manner of disposal of garbage.

15.2 The Retail Lot Owner must arrange and pay for their own garbage and waste removal from the Building and must:

- (a) comply with all requirements of Council and any other relevant and competent authority regarding storage, collection and removal of waste; and

- (b) to the extent that the following obligations do not conflict with any obligations under By-Law 15.2(a), must:

- (i) ensure that before refuse is placed in any receptacle it is securely wrapped or, in the case of tins or other containers, completely drained; and

- (ii) promptly remove any thing which the Owner, Occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled; and

- (iii) comply with the directions from time to time of the Owners Corporation as to the manner of disposal of garbage.

15.3 Owners and Occupiers of a Lot (not being the Retail Lot) must use the garbage room designated on the Ground Level of the Building.

15.4 Owners and Occupiers of the Retail Lot must use the garbage room designated for use by the Retail Lot Owner or Occupier on the Ground Level of the Building.

15.5 An Owner or Occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using the Common Property.

16 Window Coverings

16.1 Any curtain, shutter or blind in a window or door, which faces public or common areas, must have a backing coloured white or off-white unless otherwise authorised in writing by the Owners Corporation, and must not detract from the visible amenity of the Building and must be in keeping with the rest of the Building.

16.2 An Owner or an Occupier of a Lot must not install vertical blinds or venetian blinds.

16.3 If curtains are installed by an Owner or an Occupier of a Lot they must be sheer curtains or block out curtains with a lining in white or off-white to the outside face, and with no other colour showing to the outside face.

16.4 If roller blinds or shutters are installed by an Owner or an Occupier of a Lot they must have a white or off-white outside face, and with no other colour showing to the outside face.

16.5 An Owner or an Occupier of a Lot must not install any awnings to their windows or electronic sunscreens that are visible from outside the Lot, unless the prior written consent of the Owners Corporation is obtained.

17 **Change in Use of Lot to be Notified**

17.1 An Owner or Occupier of a Lot must not do or permit anything to be done that might invalidate, suspend or increase the premium payable for any insurances effected by the Owners Corporation.

17.2 An Owner or Occupier of a Lot must notify the Owners Corporation if that Owner or Occupier changes the existing use of the Lot in such a way that may affect the insurance premiums effected by the Owners Corporation for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot).

17.3 If the use of a Lot by an Owner or Occupier results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation for the Strata Scheme, the Owner of the relevant Lot must pay that increase in premium to the Owners Corporation within 10 business days of notification in writing by the Owners Corporation.

17.4 Provided that the Owner complies with By-Law 17.3, the Owner will not be in breach of By-Law 17.1 with respect to any increase in premium arising out of the use of that Lot.

17.5 Nothing in this By-Law 17 should be construed as authorising any Owner or Occupier of any Lot to change the use of his or her Lot. Any change of use of a Lot must comply with the requirements of Council and with all relevant and competent authorities, and in accordance with these By-Laws.

17.6 Subject to By-Law 17.7, an Owner or Occupier of a Lot must ensure that any business operated from that Owner or Occupier's Lot is always conducted:

(a) in accordance with all relevant laws and in a proper and professional manner; and

(b) in a manner and with a use that is consistent with the Lot and with the character of the Building as predominantly an up-market residential building with a high quality retail lot.

17.7 An Owner or Occupier of a Lot must not use that Lot or any part of the Common Property for any use other than as a retail premises (in the case of a Retail Lot) or residential premises (in the case of any other Lot that is not a Retail Lot).

18 **Signage**

18.1 Subject to By-Law 18.3, and except for the Original Owner, the Owner and Occupier of a Lot

must not, without the prior approval in writing of the Owners Corporation, erect any advertising or other signs in or on the exterior of the Building, or on the interior of the Building visible from the Common Property or visible from outside the Building. This restriction includes, without limitation, signs that advertise that a Lot is for sale or available for lease.

18.2 The rights granted to the Original Owner pursuant to By-Law 18.1 continue until the Original Owner completes the sale of all Lots in the Building.

18.3 The Owners Corporation may make, amend or repeal this By-Law only:

(a) with the written consent of the Original Owner, whilst the Original Owner is the Owner of a Lot or Lots in the Building; and

(b) in accordance with a special resolution.

18.4 Subject to By-Laws 18.3, no writing, drawing, sign board, plate, placard, banner, signal, advertisement or illumination may be inscribed or exposed on or at any window or other part of the Building, and no article may be projected out of any window or over any balcony without the prior approval in writing of the Owners Corporation.

19 **Air Conditioning, Refrigeration and Compressor for Retail Lots.**

19.1 The Retail Lot Owner and/or Occupier must install and maintain its own air conditioning, refrigeration, compressors and associated plant and equipment.

19.2 The location of such air conditioning, refrigeration, compressors and associated plant and equipment that requires to be located outside the relevant retail lot, can be installed on common property providing:

(a) approval/consent has been obtained from the Owners Corporation acting reasonably having regard to items such as and not limited to acoustic treatments/standards, odours, visual considerations and drainage for example;

(b) all relevant BCA and Australian Standards are complied with; and

(c) City of Sydney Council and any other relevant authority have provided Approval/Consent.

19.3 The Retail Lot Owner and/or Occupier must also:

(a) operate, maintain, repair and where necessary, replace the plant and equipment servicing the Retail Lot including all associated costs;

(b) use reputable and competent contractors approved by the Owners Corporation given works and plant may be undertaken on Common Property.

(c) ensure that the plant and equipment are kept clean and free of any rubbish or vermin at all times:

- (d) comply with the requirements of all laws and all relevant government authorities with respect to such plant and equipment;
 - (e) indemnify the Owners Corporation from and against all claims, demands and liabilities of any kind which may arise in respect of damage to any property (including that of Common Property) or death or injury to any person arising out an Owner or Occupier of a Retail Lot (including contractors) in respect to By-Law 19. All damage in which those services are situated or adjoining caused directly or indirectly by the Owner or Occupier of the Retail Lot (including contractors) must be made good at the Retail Lot Owner's or Occupier's cost and must be carried out in a proper and workmanlike manner and to the satisfaction of the Owners Corporation
- 19.4 If the Retail Lot Owner and/or Occupier fails to comply with any of its obligations under this By-Law 19 then the Owners Corporation may:
- (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the parcel (including without limitation the Retail Lot) to carry out that work; and
 - (c) recover the costs of carrying out that work from the Retail Lot Owner or Occupier on demand.

19.5 In this By-Law 19, "air conditioning, refrigeration, compressors and associated plant and equipment" means the plant and equipment situated on Common Property together and including all conduits, pipes, wires, cables, pumps, fans ducting and the like situated on the Common Property that services and connects to the boundary of the Retail Lot.

20 Grease Arrestor Exclusive Use Rights For Retail Lots

20.1 The Grease Arrestor Service is made up of a Grease Arrestor that is located on Basement Level and that part of the Grease Arrestor which passes through the Common Property to service the Retail lot.

20.2 The Retail Lot Owner and/or Occupier has:

- (a) rights of exclusive use and enjoyment of the Grease Arrestor Services relevant to that Retail Lot; and
- (b) a special privilege to connect to and use the Grease Arrestor Services.

in accordance with the provisions of this By-Law 20.

20.3 The Retail Owner and/or Occupier must operate, maintain, repair and where necessary replace all components of the Grease Arrestor Services.

20.4 The Retail Lot Owner and/or Occupiers are to:

- (a) operate, maintain, repair and where necessary, replace the Grease Arrestor Services related to servicing the Retail Lot including all associated costs;
 - (b) keep the grease trap forming part of the Grease Arrestor Services in a proper state of maintenance and repair including structural maintenance, repair and/or replacement;
 - (c) use reputable and competent contractors to maintain, repair and replace Grease Arrestor Services exclusively servicing the Retail Lot;
 - (d) arrange for regular pump outs and removal of trade waste;
 - (e) ensure that the Grease Arrestor Services are kept clean and free of any rubbish or vermin at all times;
 - (f) comply with the requirements of all laws and all relevant government authorities with respect to such services;
 - (g) not connect any plant and equipment to the Grease Arrestor Services, other than plant and equipment that is compatible with the grease arrestor plant and equipment operated by the Owners Corporation and approved by the Owners Corporation; and
 - (i) indemnify the Owners Corporation from and against all claims, demands and liabilities of any kind which may arise in respect of damage to any property or death or injury to any person arising out of the exercise by the Owner or Occupier of the Retail Lot of the rights conferred by this exclusive use By-Law, or resulting from a failure to properly observe the terms of this exclusive use By-Law 20.
- 20.5 All damage to the Grease Arrestor Services or to the Common Property in which those services are situated or adjoining caused directly or indirectly by the Owner or Occupier of the Retail Lot must be made good at the Retail Lot Owner's or Occupier's cost and must be carried out in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.
- 20.6 If the Retail Lot Owner or Occupier fails to comply with any of its obligations under this By-Law then the Owners Corporation may:
- (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the parcel (including without limitation the Retail Lot) to carry out that work; and
 - (c) recover the costs of carrying out that work from the Retail Lot Owner on demand.
- 20.7 In this By-Law 20, "Grease Arrestor Services" means the grease trap on Common Property on Basement Level and that part of the Grease Arrestor which passes through the Common Property to service the Retail lot and all associated plant and equipment together with all conduits, pipes, wires, cables, ducts, pumps, fans and the like situated on the Common Property that services and connects to the boundary of the Retail Lot.

21 Kitchen Exhaust Riser Exclusive Use Rights for Retail Lot 57

21.1 The Retail Lot Owners of Lot 57 respectively, have:

- (a) rights of exclusive use and enjoyment of the Kitchen Exhaust Riser situated on the Common Property that exclusively services their own Retail Lot; and**
- (b) a special privilege to connect to and use that Kitchen Exhaust Riser.**

in accordance with the provisions of this By-Law 21.

21.2 The Retail Lot Owner having the right of exclusive use and enjoyment of the Kitchen Exhaust Riser must install and maintain at the Retail Lot Owner's sole cost and expense all Kitchen Exhaust Equipment.

21.3 All kitchen exhaust fans must be located within the Retail Lot Owner's own Retail Lot and not in or on the Common Property (including the roof of the Building).

21.4 If, so as to ensure that all relevant BCA and Australian Standards are complied with, alterations are required to the:

- (a) Kitchen Exhaust Riser; and/or**
- (b) Kitchen Exhaust Equipment; and/or**
- (c) the roof of the Building to which the Kitchen Exhaust Riser is connected**

then the Retail Lot Owner is responsible for carrying out all such alterations in respect of the rights of exclusive use and enjoyment appurtenant to the Retail Lot so as not to adversely affect other Lot Owners or occupiers.

21.5 The Retail Lot Owner having this right of exclusive use must, before installing any Kitchen Exhaust Equipment or undertaking any alterations referred to in By-Law 26.4:

- (a) obtain the prior written consent of the Owners Corporation (whose consent must not be unreasonably withheld) to:**
 - (i) carry out such installation or alterations; and**
 - (ii) obtain access to the Common Property for such purposes; and**
- (b) comply with all relevant BCA and Australian Standards in connection with such installation or alterations; and**
- (c) obtain the prior written consent of Council and any other relevant and competent authority.**

21.6 The Retail Lot Owner having this right of exclusive use is responsible for the:

- (a) proper operation of; and**
- (b) ongoing repair, maintenance and replacement of**

the Kitchen Exhaust Riser, the Kitchen Exhaust Equipment and the roof of the Building (if applicable) to which the Kitchen Exhaust Riser is connected, at the Retail Lot Owner's sole cost and expense.

21.7 Without limiting the foregoing, the Retail Lot Owner having this right of exclusive use must, at the Retail Lot Owner's sole cost and expense:

- (a) keep the Kitchen Exhaust Riser and all Kitchen Exhaust Equipment in a proper state of maintenance and repair including meeting all regulatory requirements;**
- (b) use reputable and competent contractors approved by the Owners Corporation to maintain, repair and replace the Kitchen Exhaust Riser and all Kitchen Exhaust Equipment given works may be undertaken and installed respectively on Common Property;**
- (c) ensure that the Kitchen Exhaust Riser and all Kitchen Exhaust Equipment is kept clean and free of any rubbish or vermin at all times;**
- (d) comply with all BCA and Australian Standards and with the requirements of all laws and with the requirements of Council and of all other relevant and competent authorities;**
- (e) ensure that any installation, operation, maintenance, repair and replacement of the Kitchen Exhaust Riser and all Kitchen Exhaust Equipment, is carried out in a proper and workmanlike manner by suitably qualified contractors;**
- (f) make good in a proper and workmanlike manner and to the satisfaction of the Owners Corporation all damage caused whether directly or indirectly by the Retail Lot Owner (including any invitees, employees and contractors of the Retail Lot Owner) to the Kitchen Exhaust Riser and/or to the Common Property in which the Kitchen Exhaust Riser and all Kitchen Exhaust Equipment are situated or adjoining; and**
- (g) indemnify the Owners Corporation from and against all claims, demands and liabilities of any kind which may arise in respect of damage to any property or death or injury to any person arising out of the exercise by the Retail Lot Owner of the rights conferred by this exclusive use By-Law, or resulting from a failure to properly observe the terms of this exclusive use By-Law 21.**

21.9 In this By-Law 21:

"Kitchen Exhaust Riser" means the kitchen exhaust riser situated on Common Property that connects the Retail Lot Owner's Kitchen Exhaust Equipment from the boundary of the Retail

Lot through the Common Property to the roof of the Building; and

"Kitchen Exhaust Equipment" means the kitchen exhaust and all associated plant and equipment including all conduits, pipes wires, cables, ducts, pumps, fans and the like, required to service and connect the Retail Lot Owner's kitchen exhaust from the boundary of the Retail Lot through the Common Property to the roof of the Building.

22 Exclusive Use Rights to Retail Lots – Other Matters

The Original Owner may prior to the expiration of the initial period approve and give consent to the Retail Lot Owner as to the specification, location, relocation and variation, if any, of the plant and services the subject of the exclusive use rights granted to the Retail Lot Owner in respect of the Retail Lot and recorded in these By-Laws. Following the expiration of the initial period, the Owners Corporation may approve and give consent to the Retail Lot Owner as to the specification, location, relocation and variation, if any, of the plant and services the subject of the exclusive use rights granted to the Retail Lot Owner in respect of the Retail Lot and recorded in these By-Laws.

23 Storage Area Exclusive Use Rights to Lots 45 and 56

23.1 This is an exclusive use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owners of Lots 45 and 56.

23.2 Each Owner of Lots 45 and 56 has exclusive use of one "Storage Area", meaning a storage pallet as allocated below.

(a) The Owner of Lot 45 will have one car stacking pallet with chain wire storage cage and labelled with unit number 1601.

(b) The Owner of Lot 56 will have one car stacking pallet with chain wire storage cage and labelled with unit number 2201.

(c) The ownership allocation of the Storage Areas are also listed in the annexed Parking Area - Carparking and Storage Area Schedule.

23.3 Each Owner of Lots 45 and 56 having this right of exclusive use must:

(a) comply with the rules of the Owners Corporation or any commercial operator appointed by the Owners Corporation in relation to the use of the Parking Area;

(b) keep the Owner's Storage Area clean and tidy;

(c) use the Owner's Storage Area only for storage purposes excluding for the storage of those items outlined in Clause 23.3(d) and (e);

(d) not store any liquid or fluid in the Storage Area, nor any item or material which is dangerous, flammable or could potentially cause damage to the Parking Area or another Lot Owner's property;

- (e) not use the Storage Area for storage of a vehicle;
- (d) effect any insurance required by the Owner Corporation in respect of the Storage Area; and
- (e) comply with reasonable requirements of the Owners Corporation when the Owner exercises the Owner's rights or complies with the Owner's obligations under this exclusive use By-law.

23.4 The Owners Corporation is responsible for the operation, maintenance, repair and replacement of the Storage Areas. Each Owner of Lots 45 and 56 must pay the costs incurred by the Owners Corporation in connection with the operation, maintenance, repair or replacement of the Storage Area, with each Owner of Lots 45 and 56 to pay 50% of the costs. The Owners Corporation may:

- (a) include the costs in the Owner's administrative fund or sinking fund contributions; and
- (b) require the Owner to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

23.5 Each Owner of Lots 45 and 56 uses the Storage Area entirely at the Owner's own risk. The Owners Corporation is not liable for any loss, damage, spoilage, theft or security.

23.6 Each Owner of Lots 45 and 56 is personally liable for all damage the Owner (or the Owner's invitee or someone acting on the Owner's behalf) cause to Common Property or the property of another Owner or Occupier when exercising the Owner's rights or complying with the Owner's obligations under this exclusive use By-law.

23.7 Each Owner of Lots 45 and 56 must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising the Owner's rights or performing the Owner's obligations under this exclusive use By-law.

24 Noise control

24.1 The emission of noise associated with an Owner's or Occupier's use of a Lot including the operation of any mechanical plant and equipment must comply with the following criteria:

- (a) The LAeq, 15minutes noise level emitted from the use of the Lot must not exceed the background noise level LA90, 15minute by more than 5dB when assessed at the boundary of the Lot.
- (b) The LAeq, 15minute noise level must be adjusted for modifying factors in accordance with Part 4 of the Environmental Protection Authority (EPA) NSW Industrial Noise Policy.

- (c) The background noise level must be measured in the absence of noise emitted from the use in accordance with Australian Standard AS 1055.1-1997-Description and measurement of environmental noise.

24.2 An LAeq, 15minutes noise level emitted from an Owner's or Occupier's use of a Lot must not exceed the LA90, 15minute noise level by more than 3dB in any Octave Band Centre Frequency (31.5 Hz to 8 kHz inclusive) when assessed inside any habitable room of the Lot provided that:

- (a) Where the LA90, 15minute noise level is below the threshold of hearing Tf at any Octave Band Centre Frequency as defined in Table 1 of International Standard ISO 226 - Normal Equal- Loudness-Level Contours then the value of Tf corresponding to that Octave Band Centre Frequency must be used instead;
- (b) The LAeq, 15minute noise level and the LA90, 15minute noise level must both be measured with all external doors and windows of the Lot closed; and
- (c) The LA90, 15minute noise level must be measured in the absence of noise emitted from the use but with the ventilation equipment (excluding air-conditioning equipment) normally servicing the affected residence operating.

25 Intruder alarm

An Owner or Occupier must not do anything to cause the intruder alarm associated with the Building to operate other than in accordance with the requirements of Clause 53 of the Protection of the Environment Operations (Noise Control) Regulation 2008 under the Protection of the Environment Operations Act 1997.

26 Prohibition on participation in resident parking permit scheme

26.1 No Owner, Occupier or tenant of the Building is eligible to participant in any existing or proposed Council on street resident parking scheme. Owners must give written notification to all intending Occupiers of the Building, at the time of entering into a lease or occupancy agreement, of this prohibition.

PARKING AREA CARPARKING AND STORAGE AREA SCHEDULE

LOTS IN THE STRATA SCHEME

<u>Unit No.</u>	<u>Lot No.</u>	<u>Number of cars</u>	<u>Number of Storage Areas</u>
202	2	1	
304	6	1	
404	10	1	
504	14	1	
601	15	1	
603	17	1	
701	18	1	
703	20	1	
801	21	1	
803	23	1	
901	24	1	
903	26	1	
1001	27	1	
1003	29	1	
1101	30	1	
1103	32	1	
1201	33	1	
1203	35	1	
1301	36	1	

1303	38	1	
1401	39	1	
1403	41	1	
1501	42	1	
1503	44	1	
1601	45	2	1
1701	46	1	
1702	47	1	
2201	56	2	1
		[]	
Total		[]	

SPECIAL BY-LAW NO.2 – OVERCROWDING

1. Introduction

- 1.1 The strata scheme comprises a residential strata title building.
- 1.2 The owners corporation is concerned about the many adverse impacts of the uses of units in the building, including overcrowding.
- 1.3 The objects of this by-law are to:
 - (a) prohibit overcrowding of apartments in the building;
 - (b) eliminate or reduce the detrimental impacts of overcrowding of apartments and short-term accommodation; and
 - (c) assist the owners corporation administer and manage the building for the benefit of the owners.
- 1.4 This by-law is made under sections 43 and 47 of the Strata Act for the purposes of safety and security, addressing matters appropriate to the building and the control, management, administration, use or enjoyment of the apartments and common property in the building.

2. Definitions and Interpretation

- 2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:
 - 2.1.1 “agreement” includes a lease, residential tenancy agreement, sub-lease, licence, sub-licence, arrangement or understanding;
 - 2.1.2 “apartment” means a residential lot at the building;

- 2.1.3 "authority" means the local council and any other government, semi-government, statutory, public or other authority having any jurisdiction over the building;
- 2.1.4 "bedroom" means a bona fide bedroom in an apartment and does not include a balcony, an enclosed balcony, a partitioned room, a study, a sunroom, a lounge or dining area, a kitchen, a hallway, a laundry, a bathroom or a lavatory;
- 2.1.5 "building" means the building comprising the improvements at the strata scheme;
- 2.1.6 "common property" means the common property for strata scheme 91667;
- 2.1.7 "common services" includes any services supplying electricity, gas or water to an apartment or which permit the disposal of sewage or waste from an apartment;
- 2.1.8 "maximum number of persons" means up to two persons per bedroom;
- 2.1.9 "occupier" means a person in occupation of an apartment (and in the case of a person who is in occupation of an apartment pursuant to an agreement includes a tenant);
- 2.1.10 "owner" means a person who is the owner of an apartment (and in the case of a person who owns and resides in an apartment includes an occupier);
- 2.1.11 "owners corporation" means The Owners – Strata Plan No. 91667;
- 2.1.12 "partitioned room" means a room in an apartment created by partitioning or internal walls erected after completion of construction of the building and without the approval of the owners corporation;
- 2.1.13 "residential accommodation" means an apartment that is used predominantly as a place of residence;
- 2.1.14 "Strata Act" means the *Strata Schemes Management Act 1996*;
- 2.1.15 "tenant" means a person who is entitled to occupy an apartment pursuant to an agreement (and includes a person who is entitled to occupy, but is not in occupation of, an apartment such as a sub-lessor); and
- 2.1.16 "you" means an owner, occupier and tenant.

2.2 In this by-law:

- 2.2.1 headings have been inserted for guidance only and do not affect the interpretation of the by-law;

- 2.2.2 section 1 headed " Introduction" shall be taken into account in the interpretation of this by-law;
- 2.2.3 references to any statutory provisions include any statutory provisions amending, consolidating or replacing them, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
- 2.2.4 words importing the singular number include the plural and vice versa;
- 2.2.5 words importing the masculine, feminine or neuter gender include both of the other two genders;
- 2.2.6 the words "include", "includes" and "including" are not words of limitation;
- 2.2.7 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- 2.2.8 any expression used in this by-law and which is defined in the Strata Act will have the same meaning as that expression has in that Act unless that word is defined in this by-law or a contrary intention is otherwise expressed in this by-law;
- 2.2.9 the provisions of this by-law apply only to the extent permitted by law;
- 2.2.10 any provision of this by-law which is illegal, invalid or unenforceable shall be severed from this by-law and the remaining parts of this by-law shall remain in effect; and
- 2.2.11 if there is any inconsistency between this by-law and any other by-law for the building, the provisions of this by-law will prevail to the extent of that inconsistency.

3. Prohibiting Overcrowding

- 3.1 You must ensure that your apartment is not occupied by more than the maximum number of persons.

Note: For example, if your apartment contains two bedrooms, you must not permit more than four persons to occupy your apartment.

- 3.2 You must not install or keep a partitioned room in your apartment.**
- 3.3 You must not:**
- (a) alter the layout of your apartment; or**
 - (b) carry out any alterations or additions to your apartment,**
so as to allow your apartment to be occupied by more than the maximum number of persons.
- 3.4 You must not arrange or increase the number of the beds in your apartment so as to allow your apartment to be occupied by more than the maximum number of persons.**
- 3.5 You must not alter or add to common services so as to allow your apartment to be occupied by more than the maximum number of persons.**
- 3.6 You must ensure that your apartment is not used for any purpose that is prohibited by law.**

4. Notifying Apartment Leases and Occupants

- 4.1 If you are an owner and you permit your apartment to be occupied by any other person you must give the owners corporation:**
- (a) the names of the persons who occupy your apartment within 14 days after those persons begin occupying the apartment; and**
 - (b) a copy of any agreement pursuant to which those persons occupy your apartment within 14 days after the commencement of the agreement.**
- 4.2 If you are a tenant and you permit your apartment to be occupied by any other person you must give the owners corporation:**
- (a) the names of the persons who occupy your apartment within 14 days after those persons begin occupying the apartment; and**
 - (b) a copy of any agreement (for example, a sub-lease) pursuant to which those persons occupy your apartment within 14 days after the commencement of the agreement.**
- 4.3 If you are an owner and your tenant permits your apartment to be occupied by any other person, you must promptly give the owners corporation the information and documents referred to in clause 4.2 if your tenant does not do so, within 14 days of you being requested to by the owners corporation.**

- 4.4 If you are a tenant, you must give the owner of your apartment sufficient information and documents within 14 days of being requested to by the owner to enable the owner to provide the owners corporation the information and documents required under clause 4.3.
- 4.5 You must ensure that any information you give or are required to give the owners corporation under this by-law is kept current and up to date.

Note: For example, if you are an owner and your apartment becomes occupied by new tenants, you must give the owners corporation the names of those tenants within 14 days after those persons begin occupying the apartment.

5. Requiring Owners to Act

- 5.1 If you are an owner of an apartment, you must provide any occupiers and tenants of your apartment with a copy of this by-law within 7 days after the occupiers and tenants become entitled to possession of the apartment.
- 5.2 If you are an owner of an apartment and this by-law is amended, you must provide any occupiers and tenants of your apartment with a copy of the amended by-law within 7 days after the amendment of the by-law is recorded by the Registrar-General under section 48(1)(b) of the Strata Act.
- 5.3 If you are an owner of an apartment, you must take all reasonable steps to ensure that any occupiers and tenants of your apartment comply with this by-law.
- 5.4 If you are an owner of an apartment, and any occupiers and tenants of your apartment do not comply with this by-law, you must take any reasonable and lawful action available to you against the occupiers and tenants including to enforce or terminate an agreement with those occupiers and tenants.

6. Making You Liable for Breaches of this By-Law

- 6.1 If you breach this by-law the owners corporation may remedy or restrain the breach.
- 6.2 If you breach this by-law you are liable to the owners corporation for:
- (a) any cost or expense the owners corporation incurs in relation to or arising out of your breach including:
 - (i) any additional cost or expense the owners corporation incurs in connection with the increased usage of any common services;

- (ii) any additional cost or expense the owners corporation incurs cleaning, maintaining, repairing, renewing, replacing or upgrading any part of the common property including any common services;
 - (b) any cost or expense the owners corporation incurs investigating the breach;
 - (c) any cost or expense the owners corporation incurs remedying or restraining the breach or attempting to remedy or restrain the breach; and
 - (d) any cost or expense the owners corporation incurs in or in connection with action taken against you to remedy or restrain the breach including legal action.
- 6.3 If an amount for which you are liable to the owners corporation pursuant to clause 6.2 or 6.6 or any other provision of this by-law is not paid by you within one (1) month of the owners corporation requesting that you pay the amount, the amount bears until paid simple interest at the same annual rate that applies to interest on overdue contributions under the Strata Act (currently 10%).
- 6.4 The owners corporation may recover from you as a debt:
 - (a) any amount for which you are liable to the owners corporation under clause 6.2 or 6.6 or any other provision of this by-law;
 - (b) any interest that accrues under clause 6.3; and
 - (c) any cost or expense the owners corporation incurs recovering that amount and interest including legal costs and disbursements on an indemnity basis.
- 6.5 You must indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which are incurred by or which may be brought or made against the owners corporation in relation to or arising out of:
 - (a) a breach of this by-law by you;
 - (b) the exercise by the owners corporation of any rights under this by-law; and
 - (c) the enforcement of this by-law by the owners corporation.
- 6.6 You will be liable to the owners corporation for any damage to the common property arising from or caused by your breach of this by-law.

Special By-law No.3 – Exclusive Use (Lot 57)

1.0 Introduction

- 1.1 This by-law establishes the right of the Owner to have exclusive use and enjoyment of that part of the Common Property defined in this by-law.
- 1.2 This by-law sets out the terms and conditions on which that exclusive use may be enjoyed.

2.0 Definitions & interpretation

2.1 In this by-law:

"Common Property" means the common property in respect of the Strata Scheme.

"Development Act" means the *Strata Schemes (Freehold Development) Act 1973*.

"Exclusive Use Area" means the Common Property area shaded in the plan attached to this by-law, being the thin strip of land between the bi-fold doors along the northern boundary of the Lot and the northern boundary of the Strata Scheme.

"Executive Committee" means the executive committee of the Owners Corporation.

"Lot" means lot 57 within the Strata Scheme.

"Management Act" means the *Strata Schemes Management Act 1996*.

"Occupier" means the Occupier of the Lot and includes, without limiting the generality of the foregoing, lessees and licensees.

"Owner" means the owner(s) of the Lot.

"Owners Corporation" means the owners corporation for the Strata Scheme.

"Strata Plan" means the strata plan for the Strata Scheme.

"Strata Scheme" means the strata scheme in respect of which this by-law applies.

"Strata Legislation" means the Development Act and the Management Act.

2.2 In this by-law:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) words importing the masculine, feminine or neuter gender include both of the other two genders,
- (e) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (f) where any decision needs to be made by the Owners Corporation that decision may be made by the Executive Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation, and
- (g) any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law.

3.0 The Exclusive Use

3.1 The Grant of Exclusive Use

- 3.1.1 Subject to the terms of this by-law, the Owner or their Occupier is conferred with a right of exclusive use and enjoyment of the Exclusive Use Area.**

3.2 Rights of the Owners Corporation

3.3.1 The right of exclusive use and enjoyment granted in this by-law is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

3.3 Responsibility for Maintenance and Upkeep

3.4.1 The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area.

4.0 General Terms and Conditions

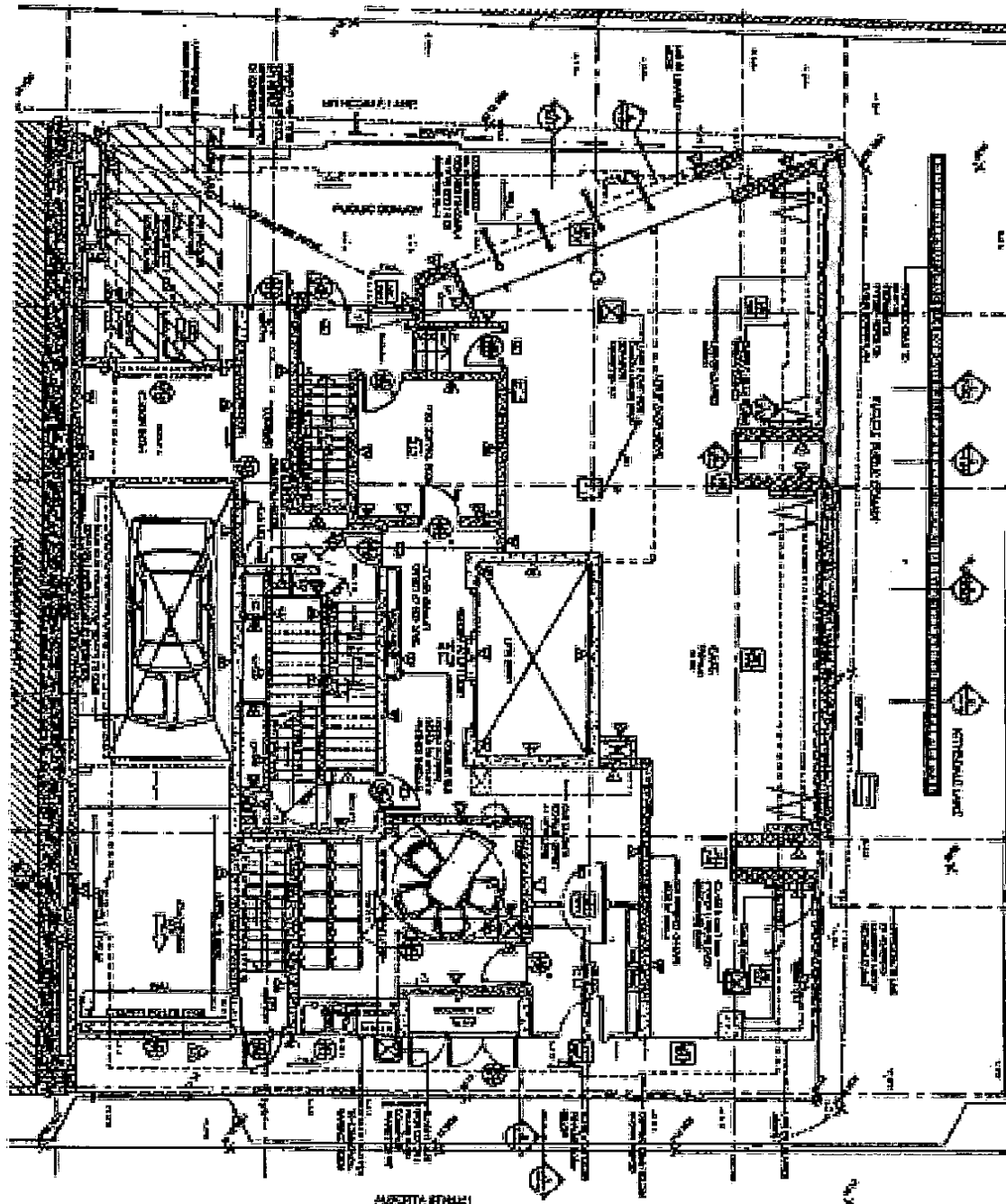
4.1 The Owner will indemnify and keep indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising directly or indirectly out of the use to which the Owner puts the Common Property in respect of which they have been granted a right of exclusive use and enjoyment by this by-law.

4.2 The by-laws of the Strata Scheme will apply to the area of exclusive use and enjoyment granted to the Owner as if it formed part of their Lot.

4.3 The Owner must make good any damage to another lot or the Common Property caused by the use of the Exclusive Use Area no matter when such damage may become evident.

4.4 If the Owner is in breach of any condition of this by-law and fails to rectify that breach within thirty (30) days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may rectify any such breach and may recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs. The costs of the rectification will become due and payable by the owner as and when they are paid by the Owners Corporation and if not paid by the Owner at the end of one month after they become due and payable, they will bear simple interest at the same annual rate as applies to overdue contributions levied by the Owners Corporation from time to time.

4.5 The Owners Corporation may, by its agents, employees or contractors, enter on any part of the Common Property over which a right of exclusive use and enjoyment is granted by this by-law for the purpose of rectifying any breach of this by-law, any breach of any other by-law applicable to the Strata Scheme or fulfilling any duty or obligation which the Owners Corporation may have pursuant to the Strata Legislation.



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1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61
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Special By-Law No. 4 – Bin Room Works

1. Introduction

- 1.1 This by-law authorises Works to be conducted on Common Property, and set out an additional contribution to those Works.

2. Definitions & Interpretation

- 2.1 In this by-law:

“Common Property” means the common property for the Strata Scheme.

“Owner” means the owner of lot 57 in the Strata Scheme one or more of the Lots for the time being and that owner’s successors in title.

“Owners Corporation” means the owners corporation for the Strata Scheme.

“Strata Scheme” means the Strata Scheme in respect of which this by-law applies.

“Works” means the works reasonably required to consolidate the retail and residential bin rooms into one single room.

3.0 Authorisation and Right of Exclusive Use

3.1 Authorisation

- 3.1.1 The Owners Corporation has specially resolved to carry out the Works.
- 3.1.2 The Owner agrees that the Works are being carried out at that Owner’s request and to benefit that Owner’s lot, and the Owner will make a personal contribution to the Works of \$1,000.00.

3.2 Responsibility for Maintenance and Upkeep

- 3.2.1 The Owners Corporation is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and, when necessary, renewing or replacing any part of the Works.

Special Bylaw 5 – Lot 57 Alterations and Use

1 Definitions

In this bylaw, unless the context indicates otherwise, the following terms and expressions are defined to mean:

- 1.1 **Act** means the *Strata Schemes Management Act 2015 (NSW)*.
- 1.2 **Building** means the improvements located within the Strata Scheme.
- 1.3 **Common Property** means common property of the Strata Scheme.
- 1.4 **Exclusive Use Area** means that part of the Common Property located within the Strata Scheme and identified on the Plan.
- 1.5 **Lot** means lot 57 in the Strata Scheme.
- 1.6 **Owner** means an owner or occupier for the time being of the Lot.
- 1.7 **Drawing** means drawing DWG No: A 1 prepared by Design by RJV Pty Limited dated 24 November 2016 depicting the Exclusive Use Area attached and marked 'A'.
- 1.8 **Strata Scheme** means all lots and the Building in Strata Plan 91667.
- 1.9 **Works** means all works, materials and infrastructure associated with the alteration of a café in the Common Property adjacent to Lot 57, including without limitation;
 - (a) works installed within the Exclusive Use Area as shown on the Drawing; and
 - (b) alteration of and/or attachment of works on and in Common Property within the Exclusive Use Area.

2 Special Privilege

Notwithstanding any other bylaw, the Owner shall have the right to complete the Works, and to retain the Works in and on the Exclusive Use Area in accordance with the Plan on the terms and conditions set out in this bylaw.

3 Exclusive Use

Notwithstanding any other bylaw, the Owner is granted and is entitled to the exclusive use and enjoyment of the Exclusive Use Area on the terms and conditions set out in this bylaw.

4 Terms and Conditions

4.1 (Fee) The rights conferred by this bylaw are free of any occupation fee, licence fee, rent or payment;

4.2 (Use) An Owner must not use the Exclusive Use Area in a way or for a purpose which contravenes the bylaws of the Strata Scheme;

4.3 (Construction of Works) The Owner must:

- (a)** Obtain all necessary consents and approvals from council or other relevant authorities (if any) for the construction of the Works and must provide copies of such consents and approvals to the Owners Corporation upon request; and
- (b)** Ensure the Works, and where necessary any alterations to the Common Property required as a consequence of the installation or removal of the Works, are carried out:
 - (i)** in a proper and workmanlike manner;
 - (ii)** by suitably qualified tradespeople that hold necessary licences and insurances;
 - (iii)** in accordance with the consents and approvals from council;
 - (iv)** causing as little interference with, and disturbance of, owners and occupiers of lots in the Strata Scheme; and
 - (v)** with the certification of the owners corporations fire and compliance partner, who at the time of this Resolution is Fire Protect Systems;
 - (vi)** by ArchSystems for any alterations to the glass façade, as ArchSystems is the original supplier

and installer of all window frames in the Building;
and

(vii) by installing white vinyl on the lower half of external glass area on both street and laneway sides of the Building including the rear of the Building.

4.4 (Costs) All approvals and the cost of the works are the responsibility of the Owner.

4.5 (Maintenance and Repair)

(a) The Owner must, at its own cost maintain the Works, in a good state of order and repair; and

(b) If the Works fall into a state of disrepair which in the reasonable opinion of the Owners Corporation, or consultants employed by the Owners Corporation, requires the repair of all or part of the Works, the Owner must, if requested in writing by the Owners Corporation, procure the repair of all or part of the Common Property area, and/or Works, at the cost of the Owner.

4.6 (Owners Fixtures) The Works are and will remain the Owner's fixtures;

4.7 (Indemnity) The Owner must indemnify the Owners Corporation against the following:

(a) Any sum payable by the Owners Corporation by way of increased premiums for effecting and maintaining building damage insurance and/or public liability insurance, where such increase in premiums is the direct or indirect result of the Works;

(b) Any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the Common Property, or other property or person insofar as such injury, loss or damage arises out of or in the course of or by reason of the installation or removal of the Works; and

(c) Any liability for damage to the Works caused by the Owners Corporation in undertaking any work referred to in Section 65 of the Act or in exercising the power of entry for the purposes of or related to such works.

4.8 (No Assignment) The Owner must not assign, sub-let or part with possession of, or any part of, the Exclusive Use Area;

4.9 (Entry) After receiving reasonable notice in writing, the Owner must allow the Owners Corporation, its agents and servants to

enter upon the Lot for the purpose of inspecting, maintaining and repairing the Common Property and/or for the purpose of ensuring that the bylaws of the Strata Scheme are being observed;

- 4.10 (Legislation)** Nothing in this bylaw is to be construed to release the Owner from the obligation to comply with the Act, the *Strata Schemes Management Regulation 2016 (NSW)* or the bylaws of the Strata Scheme;
- 4.11 (Default)** If the Owner fails to carry out any condition of this bylaw within a reasonable time of receiving a request from the Owners Corporation, the Owners Corporation, after giving reasonable notice of its intention to do so, may engage appropriate persons to carry out the work on its behalf. The Owner must reimburse the Owners Corporation on demand for costs incurred by the Owners Corporation pursuant to this bylaw;
- 4.12 (Amendment)** Subject to the Act, this bylaw may only be amended or repealed by special resolution of the Owners Corporation and with the written consent of the Owner of the Lot(s) affected by the amendment or repeal of this bylaw

NOTES

1. The proposed works are shown in yellow fill. The existing structure is shown in black lines. The proposed works include the removal of the existing structure and the construction of a new structure. The proposed works include the removal of the existing structure and the construction of a new structure.

2. The proposed works include the removal of the existing structure and the construction of a new structure. The proposed works include the removal of the existing structure and the construction of a new structure.

CAFE - SITE/FLOOR PLAN 1:100

YELLOW FILL INDICATES PROPOSED WORKS

SITE LOC. PLAN

WASTE MANAGEMENT PLAN

All the work will be carried out under the strict control of a qualified person who will ensure that the construction site is safe and secure. All waste generated by the construction work will be collected and disposed of in accordance with the requirements of the relevant legislation. The contractor is responsible for the safe and secure disposal of all waste generated by the construction work.

NOTES	NOTES	AMENDMENTS	DRAWING DETAILS	PROJECT DETAILS
<p>1. The proposed works are shown in yellow fill. The existing structure is shown in black lines. The proposed works include the removal of the existing structure and the construction of a new structure. The proposed works include the removal of the existing structure and the construction of a new structure.</p> <p>2. The proposed works include the removal of the existing structure and the construction of a new structure. The proposed works include the removal of the existing structure and the construction of a new structure.</p>	<p>1. The proposed works are shown in yellow fill. The existing structure is shown in black lines. The proposed works include the removal of the existing structure and the construction of a new structure. The proposed works include the removal of the existing structure and the construction of a new structure.</p> <p>2. The proposed works include the removal of the existing structure and the construction of a new structure. The proposed works include the removal of the existing structure and the construction of a new structure.</p>	<p>1. The proposed works are shown in yellow fill. The existing structure is shown in black lines. The proposed works include the removal of the existing structure and the construction of a new structure. The proposed works include the removal of the existing structure and the construction of a new structure.</p> <p>2. The proposed works include the removal of the existing structure and the construction of a new structure. The proposed works include the removal of the existing structure and the construction of a new structure.</p>	<p>1. The proposed works are shown in yellow fill. The existing structure is shown in black lines. The proposed works include the removal of the existing structure and the construction of a new structure. The proposed works include the removal of the existing structure and the construction of a new structure.</p> <p>2. The proposed works include the removal of the existing structure and the construction of a new structure. The proposed works include the removal of the existing structure and the construction of a new structure.</p>	<p>1. The proposed works are shown in yellow fill. The existing structure is shown in black lines. The proposed works include the removal of the existing structure and the construction of a new structure. The proposed works include the removal of the existing structure and the construction of a new structure.</p> <p>2. The proposed works include the removal of the existing structure and the construction of a new structure. The proposed works include the removal of the existing structure and the construction of a new structure.</p>

Special By-Law No. 6 – Northern Louvres

1. The owners corporation has determined by special resolution that:
 - (a) it is inappropriate to maintain, repair, renew and replace the louvres on the northern side of the building; and
 - (b) it is inappropriate to maintain, repair, renew and replace the mechanical parts of the louvres on the northern side of the building including any motors and winding mechanisms; and
 - (c) its decision will not affect the safety of the building, any structure or any common property in the strata scheme or detract from the appearance of any property in the strata scheme.

2. The owner of a lot must:
 - (a) properly maintain and keep in a state of good and serviceable repair and, where necessary, renew or replace the louvres on the northern side of the building in connection with the owner's lot; and
 - (b) properly maintain and keep in a state of good and serviceable repair and, where necessary, renew or replace the mechanical parts of the louvres on the northern side of the building in connection with the owner's lot including any motor and winding mechanisms for those louvres.

Special By-Law No.7 – Short Term Accommodation and Overcrowding

1. Introduction

The purpose of this by-law is to assist the management and administration of the strata scheme and reduce the strain on the strata scheme's resources, by dealing with the unauthorised uses of lots.

2. Overcrowding

2.1 No owner or occupier may alter the layout of the lot so as to increase the number of bedrooms, except with the approval of the local council.

2.2 The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

2.3 Section 137 of the Act allows the owners corporation to pass a by-law limiting the number of adults who may reside in a lot, by reference to the number of bedrooms in the lot.

2.4 Subject to the Regulations, the owner or occupier of a lot must ensure that the lot is not occupied by more than 2 adults per bedroom. For clarity, this means that if there are 2 bedrooms in a lot, no more than 4 adults may reside in that lot.

3. No Illegal Uses

3.1 The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

3.2 The owner or occupier of a lot must ensure that the lot is not used for any purpose that requires approval, without that approval.

3.3 The owner and occupier must ensure that the lot is not used for:

3.3.1 short term accommodation;

3.3.2 Airbnb; or

3.3.3 any other commercial purpose.

3.4 The owner and occupier must ensure that the lot is not advertised or promoted for:

3.4.1 short term accommodation;

3.4.2 Airbnb; or

3.4.3 any commercial purpose.

4. Owners responsible for Tenants' Actions

4.1 Each owner must:

4.1.1 take all reasonable steps to ensure their occupiers comply with this by-law; and

4.1.2 if they are notified of a breach of this by-law by the owner or an occupier, take immediate steps to rectify the non-compliance.

5. **Owners corporation's power in the event of a breach of this by-law**

If an owner breaches this by-law and fails to rectify the breach within 28 days of service of a notice of breach, then the owners corporation may:


- 5.1 take steps to investigate, rectify or restrain the breach, including legal action; and
- 5.2 to the extent possible, recover from the owner as a liquidated debt and on an indemnity basis the cost of investigating, rectifying or restraining the breach, the expenses of recovering those costs and interest on those costs calculated at the same rate as outstanding contributions.

6. **Interpretation**

In this by-law:

- 6.1 **Act** means the *Strata Schemes Management Act 2015*.
- 6.2 **licence** means a personal right granted to a guest to occupy part of a lot, where no legal or equitable interest vests by virtue of that licence.
- 6.3 **lot** means a lot in the strata scheme.
- 6.4 **occupier** means any occupier of a lot.
- 6.5 **owner** means an owner of a lot in the strata scheme.
- 6.6 **Regulations** means the *Strata Schemes Management Regulations 2016*.
- 6.7 **short term accommodation** means, where the owner's or occupier's principal place of residence is not that lot, a lease, licence or right to occupy all or part of a lot for a duration of less than 3 months, including accommodation for backpackers, Airbnb and tourists.
- 6.8 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act.
- 6.9 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.
- 6.10 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

Executed by The Owners – Strata Plan No.91667 in accordance with section 273 of the *Strata Schemes Management Act 2015*.

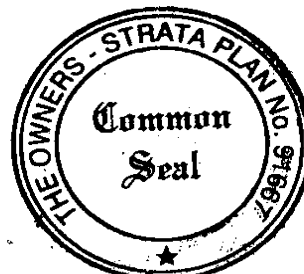


Signature of ~~Committee Member~~/Strata Manager

CHARLOTTE STORK - STRATA REPUBLIC
Name of ~~Committee Member~~/Strata Manager

Signature of 2nd Committee Member

Name of 2nd Committee Member



Common Seal