

CONSOLIDATED BY-LAWS

The Owners - Strata Plan 50946

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PART A - DICTIONARY

1. By-law 1. Definitions

- 1.1. A word used, but not defined in these by-laws, has the same meaning given to it as in the Strata Scheme Management Act.
- 1.2. A reference to anything includes a part of that thing.
- 1.3. A reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns.
- 1.4. Words importing the singular include the plural and vice versa.
- 1.5. In these by-laws:

Agreement means an agreement appointing the Building Manager.

Building means the building at 243 – 271 Pyrmont Street, Pyrmont, comprising a mixed use building known as “**Goldsbrough**”.

Building Manager means the person appointed as building manager under the by-laws.

Cosmetic Work means any work to Common Property in connection with the owner's lot comprising:

- (a) installing or replacing hooks, nails or screws for hanging paintings and other things on walls;
- (b) installing or replacing handrails;
- (c) painting;
- (d) filling minor holes and cracks in internal walls;
- (e) laying carpet;
- (f) installing or replacing built-in wardrobes or shelving;
- (g) installing or replacing internal blinds and curtains;
- (h) installing any locking or other safety device for protection of the owner's lot against intruders;
- (i) any screen or other device to prevent entry of animals or insects on the lot;
- (j) any structure or device to prevent harm to children; and
- (k) any other work prescribed by the Regulations for the purposes of s 109 of the Management Act.

Council means the Council of the City of Sydney.

Function includes a power, authority or duty.

Goldsbrough means the Building.

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

Management Act means the *Strata Schemes Management Act, 2015* as amended from time to time.

Management Regulations means the *Strata Schemes Management Regulation 2016* and, if amended, repealed or replaced, any amending or replacing regulation.

Minor Renovations means any work to Common Property in connection with the owner's lot including, but not limited to:

- (a) renovating a kitchen that does not involve the relocation of pipes or services;
- (b) changing recessed light fittings (subject to approval from the Owners Corporation and Fire Certification– Fire Rating Levels 1-8);
- (c) installing or replacing wood or other hard floors (subject to by-law 12);
- (d) installing or replacing wiring or cabling or power or access points as per BCA;
- (e) work involving reconfiguring non-structural walls;
- (f) renovating a bathroom that does not involve relocation of pipes or services or waterproofing;
- (g) installing any new or modifying any existing air conditioning unit, ventilation system or associated ducting that connects to or otherwise utilises the Common Property cooling tower; and
- (h) any other work prescribed by the regulations for the purposes of s 110 of the Management Act and that is not Cosmetic work as prescribed by s 109 of the Management Act or work falling within s 110(7) of the Management Act.

Owners Corporation means the Owners Corporation formed on registration of the strata scheme for the Building.

Permitted Person means a person on the parcel with the express or implied consent of the Owners Corporation or an Owner or Occupier.

Recreational Facilities means the gymnasium, swimming pool and spa and sauna room constructed within the Building.

Security Key means a key, magnetic card or other opening device or information required to open and close doors, gates or locks or to operate alarms, security systems or communication systems, in the parcel.

Subject Lot means a lot (and/or part of a lot) located between Level 1 and Level 7 (inclusive) of the Building.

Vehicle includes the following (and any combination of them):

- (a) a motor vehicle, trailer, bicycle, motorised wheelchair, each as defined by the *Road Rules, 2008*; and
- (b) a boat, a caravan or other towable item.

Waste has the same meaning as in the *Protection of the Environment Operations Act, 1997* and, without limitation, includes garbage and recyclable material.

PART B – CONTROL AND ENJOYMENT OF LOTS AND COMMON PROPERTY

2. By-law 2. Keeping of animals

- 2.1. An Owner or Occupier of a lot must not keep an animal on the lot or the Common Property.
- 2.2. This by-law does not prevent the keeping of an assistance animal within the meaning of the *Disability Discrimination Act 1992* (Cth).

3. By-law 3. Smoking restrictions

- 3.1. Owners or Occupiers and their visitors are not permitted to smoke tobacco or other substances on Common Property or on balconies and courtyards attached to any lot.
- 3.2. Owners or Occupiers and their visitors must not allow tobacco smoke or smoke from other substances to drift outside of their apartments in a way that is likely to interfere with the peaceful enjoyment of an Owner or Occupier of another lot or a person lawfully using Common Property.

3.3. The terms of this by-law are in addition to the terms of section 117 of the Management Act.

3.4. This by-law confers on the Owners Corporation the following additional Functions:

(a) The power to promulgate the No Smoking Policy,

(b) The power to erect or attach “No Smoking” signs in or on the Common Property; and

(c) The power to engage in whatever legal action may be necessary or desirable to enforce its rights under the No Smoking Policy including but not limited to the right to prosecute the owners and/or occupiers for breach of this by-law and any cost incurred by the Owners Corporation in respect of any false alarm charge where the false alarm is established to have originated from the lot as a consequence of smoking in a lot or on Common Property by the Owner, occupier, invitee, lessee or licensee of the lot.

4. By-law 4. Noise

4.1. An Owner or Occupier of a lot, or an invitee of an Owner or Occupier, must not create any noise on the lot or the Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another lot or of any person lawfully using Common Property.

5. By-law 5. Cleaning windows & doors

5.1. An Owner or Occupier of a lot must keep clean all glass in windows and doors on the boundary of the lot, and fences, including so much as is Common Property, if those windows or doors can be safely accessed by the Owner or Occupier from within his or her own lot.

5.2. The Owners Corporation is responsible for the regular cleaning of all exterior surfaces of glass in windows and doors that cannot be accessed by the Owner or Occupier of the lot safely or at all.

6. By-law 6. Waste disposal

6.1. An Owner or Occupier of a lot must not deposit or throw Waste on the Common Property, other than in accordance with these by-laws, except with the written approval of the Owners Corporation.

6.2. The Owners Corporation has shared receptacles for Waste including garbage and recyclable material. Owners or occupiers must:

(a) ensure that they only deposit Waste in the area designated for storage or Waste from their lot;

(b) ensure that before Waste is placed in the designated areas for their lot it is securely wrapped; and

(c) in the case of recyclable material, ensure that the material is separated and prepared in accordance with the applicable recycling guidelines (which may be specified by Council) and in the areas designated by the Strata Committee or Council; and

(d) comply with Owners Corporation guidelines for the disposal of large items of Waste which cannot be accommodated in the garbage chute or recycling receptacles;

(e) promptly remove any thing which the Owner or Occupier may have dropped or spilled in the receptacle area and must clean up all spillage; and

(f) owners of lots used for commercial purposes must ensure hazardous or noxious liquids or other materials and environmental contaminants are stored and disposed of (other than in the retail Waste area) in accordance with the requirements of the relevant Governmental Agency or, if no such requirements exist, the Owners Corporation.

6.3. An Owner or Occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy or “flushable” wipes).

6.4. The Owners Corporation may give directions for the purposes of this by-law by posting signs on the Common Property with instructions for handling Waste that are consistent with the Council’s requirements or by giving notices to Owners or Occupiers of lots.

7. By-law 7. Use & Appearance of lot

7.1. The Owner or Occupier of a lot must not, without the written consent of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the Building.

7.2. An Owner or Occupier of a lot must not, without the written consent of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the lot.

7.3. An Owner or Occupier of a lot must not:

(a) operate or permit to be operated on the parcel any device or electronic equipment which interferes with any appliance lawfully in use on the Common Property, another lot or another part of the Building;

(b) without the prior written consent of the Owners Corporation, attach to or hang from the exterior of the parcel any aerial or any security device or wires; and

(c) install or operate any intruder alarm which emits an audible signal.

7.4. An Owner or Occupier of a lot may place outside the external door of the lot (giving access to the internal walkways within the Building) only door mats of a type approved by the Owners Corporation.

8. By-law 8. Maintenance of balconies

8.1. An Owner or Occupier must keep all courtyards and balconies servicing their lot clean, tidy and well maintained.

8.2. An Owner or Occupier must not keep or provide sources of food for birds, animals or pests on courtyards or balconies.

8.3. When watering plants, washing windows, courtyards or balconies an Owner or Occupier must ensure that the water does not go on to Common Property or another lot.

8.4. Planter boxes may only be kept in courtyards or balconies. If there are planter boxes on or within a courtyard or balcony of a lot an Owner or Occupier must properly maintain the soil in the planter boxes.

9. By-law 9. Screens, furniture and possessions on balconies

9.1. Owners or Occupiers of lots may install and keep occasional furniture on a courtyard or balcony only:

(a) of a type and for a purpose approved from time to time by the Owners Corporation;

(b) if the equipment does not endanger the structural integrity of the Building or the safety of any person in it; and

(c) on condition (which condition is deemed to be accepted by each Owner or Occupier) that the relevant Owner or Occupier removes and stores the equipment (at that owner's or occupier's cost) while ever the Owners Corporation reasonably requires removal of the equipment to discharge a duty or function imposed on it.

9.2. Owners or Occupiers are responsible for any damage or loss occasioned by items falling from balconies or courtyards attached to their lots.

10. By-law 10. Curtains and window treatments

10.1. Any curtain, blind, shutter (which is to be Cedar in colour) or other treatment in a window or door, which faces public or common areas, must have a beige coloured backing.

11. By-law 11. Works carried out by owners

11.1. An owner of a lot must not carry out work to Common Property in connection with the owner's lot unless:

(a) the work comprises Cosmetic Work; or

(b) the work comprises Minor Renovations and has been approved by the Owners Corporation; or

(c) the work comprises any other work that is authorised by a by-law made under s 108 of the Management Act or a Common Property rights by-law, and has been approved by special resolution at a general meeting.

Note: Cosmetic Work and Minor Renovations are defined in the Dictionary to these by-laws.

11.2. In accordance with s 110(6) of the Management Act, the Owners Corporation has delegated its functions for determining approvals of Minor Renovations to the Strata Committee.

11.3. Before obtaining the approval of the Owners Corporation, an owner of a lot must make an application on the form prescribed from time to time by the Owners Corporation with details of the proposed Minor Renovations to the Owners Corporation, including the following:

(a) details of the work, including copies of any plans,

(b) duration and times of the work,

(c) details of the persons carrying out the work, including qualifications to carry out the work,

(d) arrangements to manage any resulting rubbish or debris,

(e) payment of a bond and application fees.

11.4. The Owners Corporation may impose such conditions for the carrying out of Minor Renovations or other work as it thinks fit, including the payment of a refundable bond of up to \$5000, with the amount to be determined by the Strata Committee acting reasonably.

11.5. The Owners Corporation is entitled to apply any bond paid towards the cost of cleaning or repair of any damage to Common Property caused by the works and must refund the bond or any part

of it when the Owners Corporation is satisfied that the works are complete and any conditions of approval have been complied with.

11.6. An owner of a lot must ensure that:

- (a) any damage caused to any part of the Common Property or to any other lot by the carrying out of Cosmetic Works or Minor Renovations by or on behalf of the owner is repaired as soon as practicable after the damage is incurred, and
- (b) the Cosmetic Works or Minor Renovations and any repairs are carried out in a competent and proper manner.

11.7. Any Cosmetic Works or Minor Renovations are:

- (a) To be undertaken at the cost of the owner; and
- (b) With the exception of the following works, are to remain the owner's fixture:
 - (i). any locking or other safety device for protection of the owner's lot against intruders;
 - (ii). any screen or locking device to prevent entry of animals or insects on the lot;
 - (iii). any structure or device to prevent harm to children.

11.8. In accordance with s 106(3) of the Management Act, the Owners Corporation has determined that:

- (a) it is inappropriate for it to maintain, renew, replace or repair Common Property altered by Cosmetic Works or Minor Renovations, and
- (b) such work will not affect the safety of the Building, a structure or Common Property or detract from the appearance of any Common Property in the Building.

11.9. For clarity, a lot Owner or Occupier must not modify any existing air conditioning unit, ventilation system or associated ducting that connects to or otherwise utilises the Common Property cooling tower (whether or not such existing air conditioning unit, ventilation system or associated ducting is located wholly within the lot) without the prior written consent of the Owners Corporation, which consent must not be unreasonably withheld.

Note: This by-law is necessary to manage the Common Property cooling tower.

11.10. This by-law is to be read in conjunction with by-law 12 "Floor Coverings" and by-law 36 "Double Glazed Windows".

12. By-law 12. Floor Coverings

12.1. An Owner or Occupier of a lot must 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.

12.2. If an owner proposes to replace a floor covering within an owner's lot with material other than carpet, the minimum noise transmission to be achieved for the floor covering must be the standard prescribed at the time of installation of the new flooring by the City of Sydney or the 4 star rating set by the Australian Association of Acoustical Consultants, whichever is the higher standard.

12.3. An owner proposing to change any flooring within a lot must:

- (a) make an application to the Owners Corporation, on the form prescribed from time to time, for approval to change the flooring, which will not be unreasonably withheld, provided the

application contains sufficient information (by way of plans, specifications, scope of works or any other documents considered necessary by the Owners Corporation) to enable the Owners Corporation to satisfy itself that the requirements of this by-law regarding noise transmission will be satisfied; and

(b) following installation of the flooring, provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person who has inspected the completed flooring and certifies that this by-law has been complied with.

12.4. If an acoustic report signed by an acoustic engineer or other appropriately qualified person is not provided to the Owners Corporation within 3 months of a request by the Owners Corporation that the certification be provided or if the Owners Corporation receives any complaint regarding noise from the flooring from an adjoining lot, the Owners Corporation may, by notice in writing require the owner to replace the flooring with carpet laid over heavy duty underlay. An owner served with a notice from the Owners Corporation must comply with the notice within 3 months of service of that notice and provide evidence to the Owners Corporation of such compliance in accordance with 12.3 (b).

12.5. If the carpet in a lot has been replaced with another type of flooring, the owner must maintain the new flooring in a state of good and serviceable repair and must renew or replace when necessary to maintain the standard prescribed by clause 2 at the time of installation.

12.6. This by-law does not apply to floor space comprising a laundry, kitchen, lavatory or bathroom unless the location of such room is also proposed to be altered from its original location at the date of registration of the strata plan.

13. By-law 13. Preservation of fire safety

13.1. The purpose of this by-law is to preserve the fire rating of the scheme, by prohibiting the penetration of the fire rated Common Property ceilings within the scheme.

13.2. The Common Property ceilings within the lots (and / or parts of lots) located between Level 1 and Level 7 (inclusive) of the scheme are fire rated ceilings.

13.3. The penetration of the Common Property ceilings within the lots (and/or parts of lots) located between Level 1 and Level 7 (inclusive) of the scheme will adversely affect the fire rating of the scheme.

13.4. As at the date of making this by-law, the Common Property ceilings within the remaining lots in the scheme [namely, those lots (and/or part of lots) located between Level 8 and Level 14 (inclusive) of the scheme] are fire rated ceilings.

13.5. An Owner or Occupier of a Subject Lot must not penetrate, or permit to be penetrated, any part of the Common Property ceiling (including Common Property boundary walls) within the Subject Lot, whether such penetration would be (inter alia) for the installation of down-lights, lighting or for any other installation or any other purpose.

13.6. Should there be any inconsistency between the terms of this by-law and the terms of any other by-law applicable to the scheme, the terms of this by-law shall prevail to the extent of that inconsistency.

13.7. Each owner indemnifies the Owners Corporation against any liability, expense, loss, claim or proceeding arising out of:

(a) A breach of a term of this by-law generally; and

(b) Any detrimental affect had upon the fire rating of the scheme, resulting from a breach of this by-law.

- 13.8. If an owner fails to carry out his or her obligations under this by-law, the Owners Corporation may, in writing, request the owner of the Subject Lot to comply with its terms.
- 13.9. Without prejudice to the other rights of the Owners Corporation, where an Owner or Occupier fails or neglects to carry out any conditions referred to herein, then the Owners Corporation or its agents, servants or contractors may carry out such condition and may (in accordance with the provisions of the Management Act) enter upon any part of the scheme for that purpose at any reasonable time, on notice given to any Owner or Occupier of any lot or part of a lot in the scheme, and may recover the cost of fulfilling such conditions as a debt from such owner.
- 13.10. The Owners Corporation may recover as a debt due and payable any costs not paid at the end of one month after becoming due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.
- 13.11. An Owner or Occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- 13.12. The Owners Corporation or the Owner or Occupier of a lot must, in respect of the parcel or the lot, as appropriate:
- (a) consult with any relevant Governmental Agencies as to the appropriate fire alarm and fire sprinkler system for the parcel or the lot;
 - (b) ensure the provision of all adequate equipment to prevent fire or the spread of fire in or from the parcel or the lot to the satisfaction of all relevant Governmental Agencies; and
 - (c) take all reasonable steps to ensure compliance with fire laws in respect of the parcel or the lot.

14. By-law 14. Storage of inflammable liquids and other substances and materials

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

15. By-law 15. Change in use of lot

- 15.1. An Owner or Occupier of a lot must not, except with the approval in writing of the Owners Corporation, do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
- 15.2. Any consent given by the Owners Corporation under this by-law may be given on conditions which include, without limitation, an obligation for the Owner or Occupier of the lot to reimburse the Owners Corporation for any increase in premium for an insurance policy affected by it.

16. By-law 16. Regulating the use of lots

- 16.1. The restrictions in this by-law that follow are for the purpose of protecting the health, safety (including in particular compliance with fire safety regulations), welfare and quiet enjoyment of all Owners or Occupiers.
- 16.2. In this by-law, the following words and phrases have the following meaning:

- (a) “Act” means the Strata Schemes Management Act 2015 (NSW), the Regulations thereunder and any Act or regulation replacing the same.
- (b) “Building” means the building or buildings located at 243 – 271 Pyrmont Street, Pyrmont 2009.
- (c) “Contractor” means any person or entity engaged by an Owner or Occupier to clean or service a lot in the Building.
- (d) “Concierge” means the concierge service as contracted by the Owners Corporation from time to time.
- (e) “Owner” means the registered proprietor or proprietors of a lot in the Building, but only in relation to the lot owned by that registered proprietor or proprietors.
- (f) “Occupier” has the same meaning as in the Act.
- (g) “PEEP” means a Personal Emergency Evacuation Plan in accordance with the Australian Standard AS 3745-201: Planning for Emergencies in Facilities, and which forms part of the overall Emergency Management Plan for the Building. For clarity, it is an individualised emergency plan designed especially for an occupant with a special need who may need assistance during an evacuation.
- (h) “Serviced Apartment” means a residential lot or any room within a residential lot within the Building:
- (i) which is used to provide accommodation for a period of less than three months on a commercial basis to persons who have their principal place of residence elsewhere under either a lease, sub-lease, licence or sub-licence; and
 - (ii) is not subject to a residential tenancy agreement within the meaning of the Residential Tenancies Act 1987 NSW (or any Act replacing the same), and
 - (iii) is cleaned or serviced by the Owner or by the Owner’s Contractor.
- 16.3. An Owner or Occupier is permitted to use their lot as a Serviced Apartment on the conditions set out in this by-law.
- 16.4. An Owner or Occupier who seeks to use their lot as a Serviced Apartment must provide the Concierge with a fixed line telephone number to their lot.
- 16.5. An Owner must ensure the Concierge is notified (in such a form as the Strata Committee may determine from time to time) upon arrival of any Occupier staying in a lot used as a Serviced Apartment including details as to the Occupant’s identification, booking confirmation and contact information (including a contact telephone number).
- 16.6. A new Occupier of a lot must register and check in with hotel management and/or the concierge prior to entering and occupying a lot.
- 16.7. An Owner and Occupier of a lot indemnifies the Owners Corporation for any cost or charge incurred as a result of a false fire alarm recorded by the system as having been triggered in their lot.
- 16.8. An Owner or Occupier must provide the Owners Corporation with the following information:
- (a) the contact details of a Contractor;

(b) the certificate of currency of the insurance policy or policies of a Contractor which is effected by with a reputable insurance company reasonably satisfactory to the Owners Corporation for:

(i) contractor's all risk insurance incorporating public liability insurance in the amount of \$5,000,000; and

(ii) worker's compensation in accordance with applicable legislation;

(c) the safe work method statement of a Contractor.

16.9. An Owner or Occupier must ensure that all Contractors:

(a) have an initial induction into the Building which is to be conducted by building management;

(b) only access the Building via the service elevator; and

(c) sign in with the concierge upon arrival.

16.10. An Owner or Occupier must not, without the prior approval of the Owners Corporation, erect any wall or structure within the lot for the purpose of, or having the effect of, creating additional rooms within the lot.

16.11. This by-law is a fundamental term in any lease or licence granting rights of occupation to the lot, whether or not the lease or licence contains a clause having the same effect as this by-law.

16.12. If a lessee, licensee or other Occupier of a lot commits a breach of this by-law, the Owner must take immediate steps to terminate the lease or licence and the occupation of the lot thereunder.

16.13. This by-law operates in addition to and not in derogation of any rights, duties or obligations arising under any provision of, or instrument issued under, any of:

(a) any conditions of any consent given by the City of Sydney Council in connection with the development approval for the development of the site now constituted by the Owners Corporation;

(b) the Act; and

(c) generally at law.

16.14. An Owner must ensure evacuation signage and fire safety information for all Occupants of Serviced Apartments (in the form determined by the Strata Committee from time to time) is placed on the back of the front door of their lot.

16.15. An Owner or Occupier must ensure that the Concierge is immediately notified of an Owner or Occupier with a disability, to arrange a PEEP and to sign off the necessary documentation. This documentation will be retained in the fire control room on the notification board in the Building, in the event of an evacuation, so that the NSW Fire Brigade has the necessary information of Owners and Occupants who require physical assistance to evacuate.

17. By-law 17. Compensation to Owners Corporation for False Alarm Fees

17.1. If, as a result of the action or inaction of an Owner or Occupier of, or visitor to, a lot in the Building, the attendance occurs at the Building of any of the NSW Fire Brigade, the Police Service (NSW), the Ambulance Service of NSW or any other person in connection with the provision of an emergency service and, as a result of that attendance, a charge is imposed on the Owners

Corporation, the Owners Corporation may recover the amount of that charge from the owner of the lot as a debt due and payable by that owner. This includes attendances for false alarms.

17.2. If any cost or charge, or any part thereof, referred to in subclause 1 of this by-law remains unpaid, the Owners Corporation:

(a) may after the cost or charge remains unpaid for one month after notice of the cost or charge was served on the owner:

(i) recover the cost or charge as a debt due and payable to the Owners Corporation; and

(ii) charge simple interest at the rate of 10% p.a. on the unpaid proportion of the debt or charge; and

(b) may include reference to that debt (including interest thereon) on notices under section 184 of the Management Act in respect of the lot.

17.3. The Strata Committee may agree to waive any cost or charge, or any part thereof, referred to in subclause 1 of this by-law if an occupier can establish that reasonable steps were taken avoid the false alarm.

Part C – Car parking Camden Lane

18. By-law 18. Vehicles on Common Property

18.1. An Owner or Occupier of a lot must not park or stand any motor or other vehicle on Common Property except with the written approval of the Owners Corporation.

18.2. An Owner or Occupier of a lot may use the loading bay and delivery area only by prior arrangement with the Building Manager or strata managing agent:

(a) for merchandise or commercial equipment deliveries, between the hours of 7.30am and 10.00am Monday to Friday or such other hours as approved by the Owners Corporation; and

(b) only in a manner which avoids or minimises obstruction or unreasonable interference with use of the area by other owners or occupiers.

Part D - Management and use of Common Property

19. By-law 19. Obstruction of Common Property

19.1. An Owner or Occupier of a lot must not obstruct lawful use of Common Property by any person.

19.2. Owners or Occupiers must not place furniture, store personal effects or affix decoration to doors on the Common Property.

20. By-law 20. Damage to plants on Common Property

20.1. An Owner or Occupier of a lot must not:

(a) damage any plants or flowers being part of situated on Common Property; or

(b) use any portion of the Common Property for private purposes as a garden.

21. By-law 21. Damage to Common Property

21.1. Windows of a lot or on Common Property more than 2 metres above the ground surface, or external surface below the window, must not be altered in any way by including, but not limited

to, removal of any safety device that restricts the opening of the window to less than 125 millimetres or any action that would affect the outward pressure resistance of the window.

21.2. All main entrance doors to lots are fire rated. Fire regulations forbid installation of security screen doors to these main entrance doors.

21.3. Subclause 2 of this by-law does not prevent an owner or person authorised by an owner from installing:

- (a) any locking or other safety device for protection of the owner's lot against intruders, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children,

in accordance with by-law 11 and subclauses 3 and 4 of this by-law.

21.4. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.

21.5. This by-law does not prevent an Owner or Occupier from making minor alterations to the interior of Common Property structures enclosing the lot for the purposes of fitting out or refurbishing the lot provided the Owner or Occupier obtains any necessary consent or permit from the relevant Governmental Agency and complies with the requirements of the Owners Corporation.

21.6. An Owner or Occupier of a lot used for commercial purposes may fit-out or refurbish the lot only in accordance with the tenancy fit-out manual maintained and as amended from time to time by the Owners Corporation.

21.7. Despite section 106 of the Management Act, the owner of lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclauses 4 to 6 of this by-law that forms part of the Common Property and that services the lot; and
- (b) repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause 4 of this by-law that forms part of the Common Property and that services the lot.

22. By-law 22. Prevention of damage to Common Property

22.1. An Owner or Occupier of a lot must not, without the prior written consent of the Owners Corporation, interfere with Common Property or remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that such items are used only for their intended use and not damaged.

22.2. An Owner or Occupier of a lot must not, without the authority of the Building Manager or, if there is no Building Manager, the strata managing agent, interfere with the operation of any equipment installed in the Common Property.

22.3. An Owner or Occupier of a lot must not modify any existing air conditioning unit, ventilation system, or associated ducting (whether or not such air conditioning unit, ventilation system, or associated ducting is contained wholly within a lot) without the prior written consent of the Owners Corporation, which consent must not be unreasonably withheld.

23. By-law 23. Moving furniture and other objects through Common Property

- 23.1. An Owner or Occupier of a lot must not transport any furniture or large object through Common Property within the Building unless sufficient notice has first been given to the Building Manager or if there is no Building Manager to the strata managing agent, so as to enable a representative of the Owners Corporation to be present at the time when the Owner or Occupier does so.
- 23.2. An Owner or Occupier must comply with any rules or policy adopted by the Owners Corporation under by-law 29 for moving in or moving out of the Building, including the payment of a deposit bond of \$300 (or such other amount as fixed by the rules from time to time) for the purposes of repair of any damage to Common Property during a move.

24. By-law 24. Behaviour of owners, occupiers and invitees

- 24.1. An Owner or Occupier of a lot, when on Common Property, must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another lot or to any person lawfully using the Common Property.
- 24.2. An owner or an occupier of a lot must not, and must permit any invitee to, use the lot or any part of it so as to cause a nuisance or hazard or for an illegal purpose.
- 24.3. An Owner or Occupier of a lot must take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another lot or any person lawfully using Common Property.
- 24.4. An Owner or Occupier must take all reasonable steps to ensure that invitees of the Owner or Occupier do not remain on the Common Property unsupervised except to the extent reasonably necessary for the ingress and egress of the invitee.

25. By-law 25. Compliance with by-laws – owners, occupiers and invitees

- 25.1. An Owner or Occupier of a lot must at the owner's or occupier's own expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any Governmental Agency.
- 25.2. An Owner or Occupier of a lot must not use the lot for any purpose that may impugn the good reputation of the Owners Corporation.
- 25.3. An Owner or Occupier of a lot must take all reasonable steps to ensure that invitees of the Owner or Occupier comply with these by-laws. If an invitee does not comply with these by-laws the Owner or Occupier must take all reasonable steps to ensure that the invitee immediately leaves the parcel.
- 25.4. 2. An owner of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot and any invitee of that lessee or occupier comply with these by-laws.

26. By-law 26. Children playing on Common Property

- 26.1. An Owner or Occupier of a lot must not permit any child for whom the Owner or Occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on Common Property that is a laundry, car parking area or other area of possible danger or hazard to children.

27. By-law 27. Common Property Memorandum

27.1. The Common Property Memorandum is adopted except where modified by this by-law and any other exclusive use or Common Property by-law or by-law authorising the alteration or addition to the Common Property.

27.2. Where a provision is contained within the Common Property Memorandum and it is not relevant to the strata scheme it is not adopted. For ease of reference these provisions have been struck through on the Common Property Memorandum contained in this by-law. For clarity, the provisions which are not relevant to this Owners Corporation and which have not been adopted are: Owners corporation responsibilities clause 1(b), (f), (g) & (j), clause 2(c), clause 3(b) and all of clause 7. Lot owner responsibilities all of clause 7.

Common Property memorandum

Owners corporation responsibilities for maintenance, repair or replacement

<p>1. Balcony and courtyards</p>	<p>(a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 — refer to the registered strata plan) (c) balcony ceilings (including painting) (d) security doors, other than those installed by an owner after registration of the strata plan (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (f) common wall fencing, shown as a thick line on the strata plan (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (h) awnings within common property outside the cubic space of a balcony or courtyard (i) walls of planter boxes shown by a thick line on the strata plan (j) that part of a tree which exists within common property</p>
<p>2. Ceiling/Roof</p>	<p>(a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility) (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility) (c) guttering (d) membranes</p>
<p>3. Electrical</p>	<p>(a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot (g) power point sockets serving more than one lot (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>) (i) telephone, television, internet and cable wiring within common</p>



	<p>property walls</p> <p>(j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property</p> <p>(k) lifts and lift operating systems</p>
4. Entrance door	<p>(a) original door lock or its subsequent replacement</p> <p>(b) entrance door to a lot including all door furniture and automatic closer.</p> <p>(c) security doors, other than those installed by an owner after registration of the strata plan</p>
5. Floor	<p>(a) original floorboards or parquetry flooring affixed to Common Property floors</p> <p>(b) mezzanines and stairs within lots, if shown as a separate level in the strata plan</p> <p>(c) original floor tiles and associated waterproofing affixed to Common Property floors at the time of registration of the strata plan</p> <p>(d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan</p>
6. General	<p>(a) Common Property walls</p> <p>(b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</p> <p>(c) any door in a Common Property wall (including all original door furniture)</p> <p>(d) skirting boards, architraves and cornices on Common Property walls (other than painting which shall be the lot owner’s responsibility)</p> <p>(e) original tiles and associated waterproofing affixed to the Common Property walls at the time of registration of the strata plan</p> <p>(f) ducting cover or structure covering a service that serves more than one lot or the Common Property</p> <p>(g) ducting for the purposes of carrying pipes servicing more than one lot</p> <p>(h) exhaust fans outside the lot</p> <p>(i) hot water service located outside of the boundary of any lot or where that service serves more than one lot</p> <p>(j) letter boxes within Common Property</p> <p>(k) swimming pool and associated equipment</p> <p>(l) gym equipment</p>
7. Parking / Garage	<p>(a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan</p> <p>(b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</p> <p>(c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot</p> <p>(d) mesh between parking spaces, if shown by a thick line on the strata plan</p>



8. Plumbing	<ul style="list-style-type: none"> (a) floor drain or sewer in Common Property (b) pipes within Common Property wall, floor or ceiling (c) main stopcock to unit (d) storm water and on-site detention systems below ground
9. Windows	<ul style="list-style-type: none"> (a) windows in Common Property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation

Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	<ul style="list-style-type: none"> (a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as Common Property on the strata plan (b) that part of a tree within the cubic space of a lot
2. Ceiling/Roof	<ul style="list-style-type: none"> (a) false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	<ul style="list-style-type: none"> (a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-Common Property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within non-Common Property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls
4. Entrance door	<ul style="list-style-type: none"> (a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes
5. Floor	<ul style="list-style-type: none"> (a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquetry flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
6. General	<ul style="list-style-type: none"> (a) internal (non-Common Property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher

	<ul style="list-style-type: none"> (e) stove (f) washing machine and clothes dryer (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) (h) internal doors (including door furniture) (i) skirting boards and architraves on non-Common Property walls (j) tiles and associated waterproofing affixed to non-Common Property walls (k) letterbox within a lot (l) pavers installed within the lot's boundaries (m) ducting cover or structure covering a service that serves a single lot
8. Plumbing	<ul style="list-style-type: none"> (a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and any associated hardware
8. Plumbing	<ul style="list-style-type: none"> (i) pipes, downstream of any stopcock, only serving that lot and not within any Common Property wall (j) pipes and 'S' bend beneath sink, laundry tub or hand basin (k) sink, laundry tub and hand basin (l) toilet bowl and cistern (m) bath (n) shower screen (o) bathroom cabinet and mirror (p) taps and any associated hardware
9. Windows	<ul style="list-style-type: none"> (a) window cleaning - interior and exterior surfaces (other than those which cannot safely be accessed by the lot Owner or Occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys

28. By-law 28. Recreational Facilities

28.1. Owners or Occupiers must comply with rules for the use of the Recreational Facilities as adopted by the Strata Committee from time to time.

28.2. The following restrictions apply to the swimming pool, spa, sauna and gymnasium:

- (a) The swimming pool may only be used by an Owner or Occupier of a lot, an invitee of an Owner or Occupier of a lot in the presence of that Owner or Occupier or any person authorised by the Owners Corporation to use it and must only be used between the hours of 5.00am and 12.00am or any such other hour nominated by the Owners Corporation from time to time;
- (b) Children under the age of 12 years may use the swimming pool, spa and sauna only if accompanied and supervised by an adult;
- (c) Running, ball playing, noisy or hazardous activities are not permitted in the swimming pool and its environs; and

(d) Drinking glasses and glass objects are not permitted in the swimming pool, spa or sauna.

28.3. The Owners Corporation may make rules relating to the swimming pool, spa, sauna or gymnasium and those rules must be observed by persons using those facilities.

29. By-law 29. Rules and policies

29.1. The Owners Corporation at a general meeting may make, amend and at any time add to rules and policies for the control, management, operation, use and enjoyment of the Common Property and the parcel, including, but not limited to:

- (a) Rules and policies for moving in or out of the Building including the payment of a deposit bond of up to \$300 for the purposes of repair of any damage to Common Property during a move;
- (b) Rules for the carrying out of works by owners to Common Property in connection with the owner's lot, including standard conditions of approval; and
- (c) Policies for the provision of Security Keys.

29.2. The rules and policies must be consistent with these by-laws. To the extent that any rule is inconsistent with these by-laws or the requirements of any competent authority, the by-laws or requirements of the authority prevail.

29.3. The rules and policies bind owners, occupiers and mortgagee in possession of a lot.

30. By-law 30. Signage

30.1. An Owner or Occupier of a lot used for residential purposes must not, without the prior written consent of the Owners Corporation, affix or exhibit any sign, lighted advertisement, name or notice to or on any part of the parcel unless it is inside the lot and not visible from outside the lot.

30.2. Any Owner or Occupier of a lot used for commercial purposes must not, without the prior consent of the Owners Corporation, affix or exhibit any sign, lighted advertisement, name or notice to or on any part of the parcel other than those signs, lighted advertisements, names or notices permitted in the Owners Corporation's signage rule, unless it is inside the lot and not visible from outside the lot.

PART D – SECURITY

31. By-law 31. Security & Security keys

31.1. The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.

31.2. The Owners Corporation must make Security Keys available to:

- (a) owners; and
- (b) persons authorised by the Owners Corporation.

31.3. The Security Keys provided to persons under subclause 2 of this by-law need only:

- (a) provide access to the parts of the Building that those persons are entitled to access; and
- (b) be provided in the proportions determined by a rule made under by-law 29.

31.4. The Strata Committee, acting reasonably, may revoke access to part of the Common Property of the Building, other than the lot occupied by the person, in the event of breach of the relevant by-law or rules made under by-law 29.

31.5. The Owners Corporation may charge a reasonable fee of \$100 (plus processing fee) for a Security Swipe Key required by an owner of a lot.

31.6. An owner of a lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any occupier of a lot and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the Security Key to the owner or the Owners Corporation.

31.7. A person to whom a Security Key is made available must:

- (a) not duplicate or copy the Security Key;
- (b) immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;
- (c) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and
- (d) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

31.8. An Owner or Occupier of a lot must not do or permit anything which may prejudice the security or safety of the parcel or the Building and, without limitation, an Owner or Occupier of a lot must take all reasonable steps to ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

PART E – SPECIAL BY-LAWS

32. By-law 32. Wall Removal (lots 439 & 584)

32.1. This by-law authorised Works to be conducted on Common Property by the Owner.

32.2. This by-law grants further to the Owner exclusive use of so much of the Works as comprise part of the Common Property so that the Owner may use and enjoy the benefit of the Works on certain terms and conditions.

Definitions

32.3. In this by-law:

“Building” means the building to which the Works are attached.

“Common Property” means the Common Property for the Owners Corporation.

“Development Act” means the Strata Schemes Development Act 2015.

“Lot” means lots 439 and 584 within the Strata Scheme.

“Owner” means the owner of one or both of the Lots (as the case may be) for the time being and that owner’s successors in title. All obligations on the Owner under this by-law are owed by each Owner as tenants in common in equal shares.

“Strata Legislation” means the Development Act and the Management Act.

“Works” means the part removal of the Common Property wall separating the Lots, in accordance the plans annexed to this by-law, including all ancillary work.

32.4. In this by-law:

(a) headings have been inserted for guidance only and do not affect the interpretation of this by-law.

(b) 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;

(c) where any decision needs to be made by the Owners Corporation that decision may be made by the Strata 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;

(d) 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, and

(e) if there is any inconsistency between this by-law and any other by-law applicable to the Owners Corporation, then the provisions of this by-law will prevail to the extent of that inconsistency.

Authorisation and Right of Exclusive Use

32.5. The Owner and anyone authorised by the Owner are specifically authorised to and have a special privilege to conduct the Works.

32.6. The Owner will have a right of exclusive use and enjoyment of so much of the Works as comprise part of the Common Property, and the space where the removed wall was, on the terms and conditions set out in this by-law.

32.7. The right of exclusive use and enjoyment granted to the Owner 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.

32.8. The Owners of the Lots are responsible (as tenants in common in equal shares) 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.

Terms & Conditions

Before commencement of the Works

32.9. Before commencing the Works the Owner must:

(a) give the Owners Corporation at least 14 days' notice of the commencement of the Works;

(b) obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractors all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy;

(c) obtain and provide to the Owners Corporation a report from a structural engineer recommending what structural work needs to be done (in the carrying out of the Works) to maintain the structural integrity of the Building; and

(d) pay for all costs associated with this by-law including the costs of the drafting, passing and registration of this by-law.

32.10. If the Owner does not comply with the conditions set out in clause 32.9(a) the Owner must not carry out the works and, if already commenced, the Works must be stopped immediately.

32.11. The Works must not be conducted until this by-law is registered.

During the conduct of the Works

32.12. During the Works the Owner must:

Standard of Workmanship

(a) ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used, and must comply with the recommendations and comments set out in the structural engineer's report to be obtained and provided under clause 32.9(c),

Time for Completion of Works

(b) make sure the Works are carried out with due diligence and are completed as soon as practicable from the date of commencement,

Quality of the Works

(c) make certain the Works are in accordance with any specification,

Variation to Works

(d) not vary the Works without obtaining the prior written approval of the Owners Corporation,

Debris

(e) ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

Storage of Building Materials on Common Property

(f) make sure that no building materials are stored on Common Property,

Times for Renovations

(g) ensure that the Works are only carried out between the hours of 8.00am – 4.30pm on Monday – Friday and are not performed on weekends or public holidays,

Times for Operation of Noisy Equipment

(h) make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 8.00am – 3.00pm Monday – Friday and are not used on weekends or public holidays,

Interruption to Services

(i) give the occupiers of other lots at least 48 hours' prior notice of any planned interruption to the services in the Owners Corporation such as water, electricity, television, cable television,

Costs of Works

(j) pay all costs associated with the Works,

Comply with All Laws

(k) comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

Right of Access

(l) give the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requests from the Owners Corporation.

After the Conduct of the Works

32.13. Within 14 days after the Works are complete (or, for , for clause 32.13(b), as soon as practicable), the Owner must:

(a) promptly notify the Owners Corporation that the Works are complete,

(b) restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works, and

(c) provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

Enduring Obligations

32.14. The Owners must

(a) make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident,

(b) notify the Owners Corporation that any damage to another lot or the Common Property caused by the Works has been repaired,

(c) when one or both Owners sell or transfer their Lot, at their cost, reinstate the wall the subject of the Works in a proper and workmanlike manner to the state it was in before the Works, and the provisions of clause 32.14 (other than this clause 32.14(c)) will apply to that reinstatement work, and

(d) comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works.

Indemnity

32.15. The Owner indemnifies and keeps 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 out of the Works or the altered state or use of the Common Property arising therefrom.

Access

32.16. The Owners Corporation must give the Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling the Owner to comply with any condition imposed by this by-law.

Breaches of this by-law

32.17. If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

(a) rectify any such breach,

(b) enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and

(c) 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 including legal costs on an indemnity basis.

32.18. Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

33. By-law 33. Exclusive Use – Lots 80, 95, 96, 443, 444, 462, 472

33.1. Despite any other by-law, the owners for the time being of each lot set out in the first column of the schedule to this by-law and the owner or owners for the time being of any lots into which those lots are subdivided or are-subdivided ("Owner") and persons authorised by each of them are entitled to the exclusive use and enjoyment of that part of the Common Property referred to in the second column of the schedule opposite the relevant lot and so designated on the strata plan on the following conditions:

(a) each Owner having the benefit of this by-law is responsible for the repair, maintenance and cleaning of the relevant Common Property area excluding any repair or maintenance of a structural nature which the Owners Corporation must effect;

(b) each Owner indemnifies the Owners Corporation from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this by-law or use of the relevant exclusive use area.

(c) in exercising the rights conferred by this special by-law each Owner must comply with the Management Act and the by-laws in force from time to time as if the exclusive use area comprised part of the lot owned by that Owner;

(d) this by-law, while it remains in force, continues to operate for the benefit of, and (subject to section 185 of the Management Act) is binding on, the Owner and occupiers for the time being of lots owned by the Owner.

LOT NUMBER	EXCLUSIVE USE AREA AS ENDORSED ON THE STRATA PLAN
80	Z
95	X
96	W
443	U
444	T
462	Y
472	V

34. By-law 34. Exclusive Use – Lots 407 to 432 inclusive, 436 & 438 to 450 inclusive

34.1. Despite any other by-law, the owners for the time being of lots 407 to 432 inclusive, 436, 438 to 450 inclusive (“Owner”) and persons authorised by them are entitled jointly to:

- (a) the use and enjoyment of the lift No. 4 (“Lift”)
- (b) exclusive use of the foyers giving access to the Lift on the following conditions:
 - i. the Owners are jointly responsible to reimburse the Owners Corporation for sums it expends on repair, maintenance, renewal and maintenance of the foyers (excluding repair or maintenance that is of a structural nature) and otherwise the Owners Corporation remains responsible for the cost of repair, maintenance, renewal and operation of the Common Property referred to in this by-law;
 - ii. the Owners are entitled to restrict access to the foyer area by installation of locks or other devices operated by Security Keys;
 - iii. subject to this by-law, the Owners must comply with any by-law or rule made by the Owners Corporation concerning Security Keys;
 - iv. The Owners Corporation is entitled to access the foyers and lift No. 4 for any purposes associated with exercise of a power or function or performance of a duty under the Management Act;
- (c) this by-law, while it remains in force, continues to operate for the benefit of, and (subject to section 185 of the Management Act) is binding on the Owners or Occupiers for the time being of lots owned by the Owners.

35. By-law 35. Exclusive use – Lots 67, 68, 69 & 70

35.1. Despite any other by-law, the owner or owners for the time being of lots 67, 68, 69 and 70 (“Owners”) and persons authorised by them are entitled to the special privilege to use those lots for the commercial and retail purposes specified in the schedule to this by-law (or such uses as may be agreed to by the Owners – Strata Plan No. 39122 in accordance with the restriction on use registered with DP265864) and for those purposes of that use this special privilege to:

- (a) Fit out the lots and make such minor alterations to the Common Property walls, floors and ceilings enclosing the lots as are reasonably necessary;
- (b) The right to connect equipment and service lines, pipes, cables, and ducts to existing Common Property services for all purposes reasonably necessary to that use;

- (c) The right to receive deliveries of stock and equipment during the hours nominated from time to time by the Owners Corporation and via the Common Property specified from time to time by it on and subject to the following conditions:
- i. Each Owner remains responsible for the maintenance and keeping in a state of good and serviceable repair any Common Property affected by the rights of that Owner conferred by this by-law;
 - ii. Any works or connections permitted by this by-law must be carried out in such a way as to minimise disruption to any Owner or Occupier of another lot and not cause disruption of any service to a Owner or Occupier of another lot;
 - iii. each Owner must obtain the consent of any relevant Governmental Agency to use of a lot or any works proposed to be carried out in the Owner's lot or on Common Property and must comply with the requirements of the Owners Corporation ;
 - iv. each Owner must comply with the Management Act, the by-laws and the terms and conditions of any easement or restriction on use benefiting or burdening the lot or the Common Property;
 - v. each Owner indemnifies the Owners Corporation from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this by-law or use of the relevant exclusive use area;
 - vi. this by-law, while it remains in force, continues to operate for the benefit of, and (subject to section 185 of the Management Act) is binding on the Owners or Occupiers for the time being of lot 601.

SCHEDULE	
Newsagent	Post Office
Chemist	Kwik Mart
Boutique	Delicatessen
Florist	Music Store
Sport Shop	Shoe Shop
Medical Centre	Mr Mint
Bakery Outlet (non-baking)	Jewellery / Watchmaker
Optician	Bookshop
Video Shop	Stationers
Valet Service	Office Equipment

36. By-law 36. Double Glazed Windows

- 36.1. Subject to the conditions in this by-law, the registered owner seeking installation of the Double Glazed Windows ("Owner") will have a special privilege to install and maintain Double Glazed Windows in the Common Property adjoining the Owner's lot:
- 36.2. The Owners Corporation must continue to property maintain and keep the Common Property in a state of good and serviceable repair.
- 36.3. The Owner must maintain and keep the Double Glazed Windows in a state of good and serviceable repair.
- 36.4. The Double Glazed Windows must be installed at the cost of the Owner and by an approved installer.
- 36.5. The Owner must:
- (a) Repair any damage caused directly or indirectly by the installation of the Double Glazed Windows; and
 - (b) Indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the installation, repair, maintenance and/or replacement of the Double Glazed Windows. .

36.6. If the Owner fails to comply with any obligation 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 to carry out that work; and
- (c) recover the costs of carrying out that work from the Owner.

37. By-law 37. Exclusive Use – Common Property foyer

37.1. The owners of the lots in column 1 of the table in this by-law have:

(a) joint exclusive use of the Common Property foyer shown in column 2 of the table opposite their lot numbers. The Common Property foyers are identified on the strata plan; and

(b) a special privilege to install security devices at the entrance to
TABLE

Lot Number	Foyer Area
582, 583 & 584	A
585, 583 & 587	B
588, 589 & 590	C
591, 592 & 593	D
594 & 595	E
596, 597 & 598	F

37.2. Each group of owners must:

- (a) give the Owners Corporation access to the foyer over which they have exclusive use to maintain and replace Common Property;
- (b) obtain consent from the Owners Corporation about the type of security devices they install to secure a foyer;
- (c) properly maintain, clean and repair the foyer over which they have exclusive use (except structural maintenance and repairs);
- (d) properly maintain, clean, repair and, when necessary, replace security devices they install in the foyer of which they have exclusive use;
- (e) pay their costs under this by-law according to the relative proportions of the aggregate unit entitlements of each pair of lots;
- (f) repair damage to Common Property caused by exercising rights under this by-law; and
- (g) indemnify the Owners Corporation against all claims and liability caused by exercising rights under this by-law.

37.3. The Owners Corporation must make structural repairs to and replace the foyers (but not the items installed by the Owners).

37.4. In this by-law, “owners” means each of the owners for the time being of a lot in the table in this by-law.

37.5. Rights and obligations conferred or imposed on each group of owners under this by-law are joint rights and obligations.

38. By-law 38. Exclusive Use – Lot 601 – Hotel

Exclusive Use – connection lot 601 for services & fit out

38.1. Despite any other by-law, the owner or owners for the time being of lot 601 (“Owner”) and persons authorised by them are entitled to the following exclusive use rights and special privileges for the

purpose of operation of the business of letting lots in the Strata Plan or exercising any Functions under an Agreement:

(a) the special privilege to erect signs on the Common Property of a type and in a location agreed to by the Owners Corporation (which agreement must not be unreasonably withheld or delayed) on the following conditions:

(i) the Owner is entitled to install equipment within lot 601 and the Common Property including, without limitation, equipment in connection with the operation of the business of letting lots in the Building or performing any function under an agreement and for those purposes may make minor alterations and additions to the Common Property together with alterations to non-structural walls and the installation of cables to connect the Common Property to lot 601 for services or equipment;

(ii) the Owner is entitled with any necessary consent of a Government Agency to make such alterations and conditions to the Common Property to fit out lot 601 for use in conjunction with the exercise of rights referred to in this by-law;

(iii) the Owners Corporation must consent to any application by the Owner to a Governmental Agency for development consent, building consent or other permit necessary or incidental to use of the rights and privileges referred to in this by-law;

(iv) the Owner is responsible for the maintenance and keeping in a state of good and serviceable repair the exclusive use area (and all additions to those areas) excluding any maintenance or repair of a structural nature;

(v) the Owner must make good any damage to the Common Property occasioned by exercise of any right or privilege referred to in this by-law;

(vi) the Owner is entitled to enter into contractual or other arrangements with third parties (whether or not such parties are Owners or Occupiers in the Owners Corporation) regarding the exercise of rights or privileges referred to in this by-law;

(vii) this by-law, while it remains in force, continues to operate for the benefit of, and (subject to section 109(8) of the Act) is binding on, the Owners or Occupiers for the time being of lot 601.

Exclusive Use of Operations Area and Storage Room

38.2. The owner or owners for the time being of lot 601 and persons authorised by them are entitled to the following exclusive use rights and special privileges for the purpose of operation of the business of letting lots in the Strata Plan, exclusive use of that part of the Common Property designated Areas "X" and "Y" on the plans included with this by-law on the following conditions:

(a) the Owner is responsible for the maintenance and keeping in a state of good and serviceable repair the exclusive use area excluding any maintenance or repair of a structural nature;

(b) the Owner must make good any damage to the Common Property occasioned by exercise of any right or privilege referred to in this by-law;

(c) the Owner is entitled to enter into contractual or other arrangement with third parties regarding the exercise of rights or privileges referred to in this by-law;

(d) Area "X"

the Owner will pay the Owners Corporation an annual fee (monthly in arrears from the date of registration of this by-law) for use of the exclusive use area in the sum of \$20,750.00 plus GST upon production of a tax invoice from Owners Corporation;

(e) Area "Y"

the Owner will pay the Owners Corporation an annual fee (monthly in arrears from the date of registration of this by-law) for use of the exclusive use area in the sum of \$7,350.00 plus GST upon production of a tax

invoice from Owners Corporation or provide the Owners Corporation with a meeting room within the property of comparable size.

(f) the fee payable by the Owner in (d) and (e) shall be reviewed annually on each anniversary of the date of registration referred to in condition (d) and (e) above for each next ensuing period of twelve (12) months during currency of this by-law and such shall be the sum calculated at the commencement of each such annual period in accordance with the following formula:

$$F \times C1/C2$$

Where:

F= The fee payable during the twelve (12) months immediately preceding the review date;

C1= The CPI number (Sydney) last published before the review date; and

C2= The CPI number (Sydney) last published twelve (12) months before the review date;

(g) if requested by either the Owner or the Owners Corporation at least three months prior to the expiration of each period of five years from the date of registration of this by-law, the fee for the following year shall be reviewed and reset at the current market value in accordance with paragraphs (h) – (l);

(h) the Owner or the Owners Corporation can inform the other in writing at least two months before the expiry of the current year of the fee that the Owner or the Owners Corporation thinks will be the current market value at commencement of the following year;

(i) if the Owner or the Owners Corporation agree on a new fee then that fee will be the new fee beginning on the first day for the following year;

(j) if the Owner and the Owners Corporation do not agree on the amount of the new fee one month before the expiry of the relevant term, the current market fee will be decided by a valuer appointed under paragraph (j);

(k) the Owner and the Owners Corporation can either agree upon a valuer or request the President of the Law Society of New South Wales to nominate a person to decide the current market fee. The Owner and the Owners Corporation must each pay half the valuer's or nominated person's costs;

(l) until the new fee has been determined in accordance with this clause, the Owner shall pay the Owners Corporation the fee payable for the previous year plus an adjustment in accordance with paragraph (f);

(m) this by-law, whilst it remains in force, continues to operate for the exclusive benefit of, and is binding on, the Owner of lot 601;

(n) the Owners Corporation will terminate this by-law in the case that:

(i) the fee or any part of the fee payable under this by-law is unpaid for a period of fourteen days after the Owners Corporation has sent a written demand to the Owner; or

(ii) the business of letting lots in the Strata Plan permanently ceases operation;

(o) the Owner must promptly consent in writing to the termination of this by-law upon an event contemplated by paragraph (m); and

(p) unless permitted under another by-law, the Owner is not entitled under this by-law to modify, add to or alter the Common Property areas "X" and "Y" inclusive on the plans attached and the Owner acknowledges that any proposal to do so firstly must be presented to the Owners Corporation for approval which;

(i) may or may not be granted;

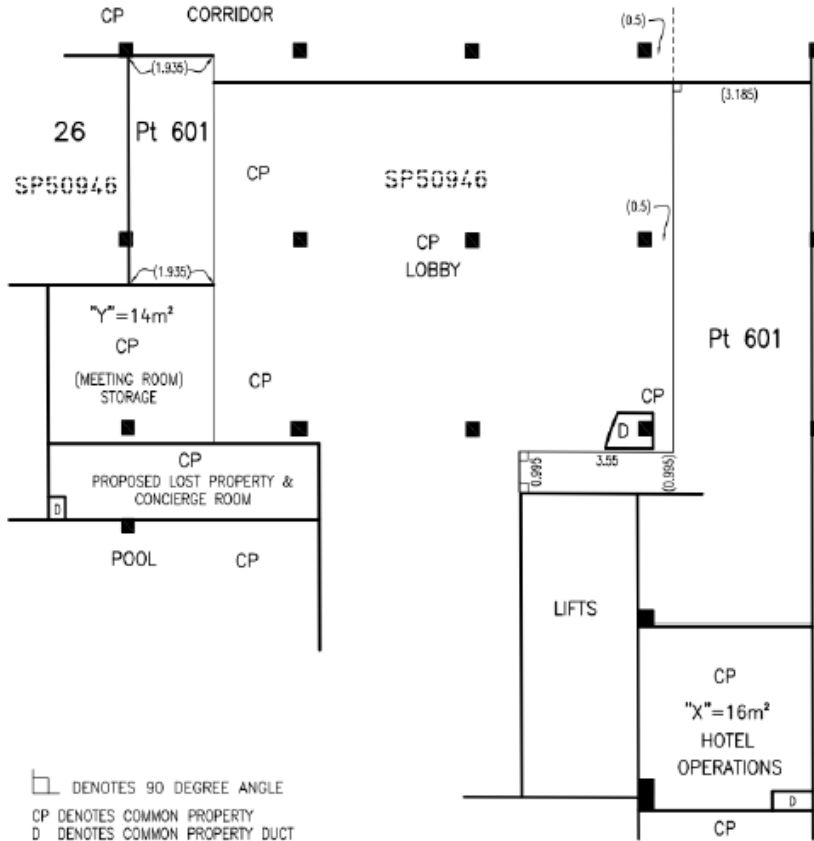
(ii) if granted; may or may not be conditional on further conditions at that time including but not limited to the condition that the Owner consent to another by-law governing the proposal.

PLAN SHOWING EXCLUSIVE USE AREAS WITHIN PART
 OF COMMON PROPERTY IN STRATA PLAN 50946
 No.243 PYRMONT STREET, PYRMONT



REDUCTION RATIO 1:100 (APPROX.)
 DIMENSIONS ARE IN METRES

GROUND FLOOR



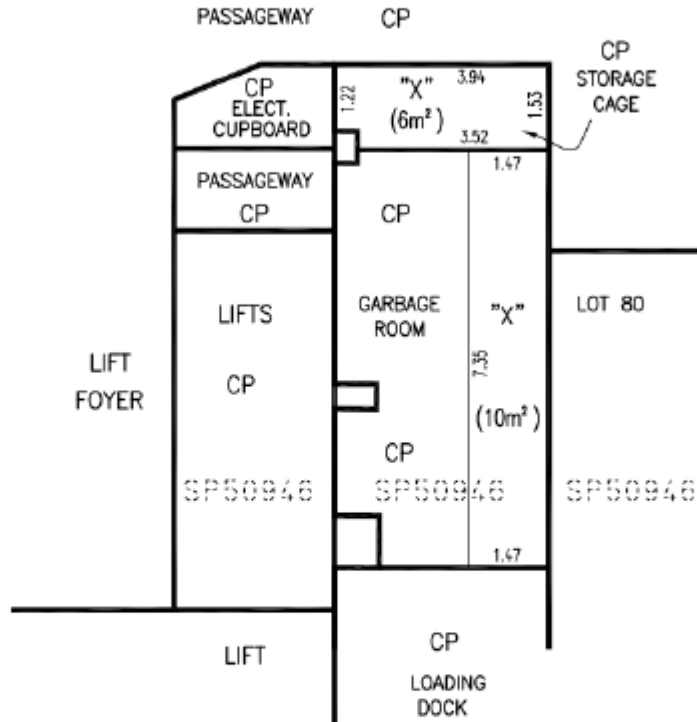
☐ DENOTES 90 DEGREE ANGLE

CP DENOTES COMMON PROPERTY

D DENOTES COMMON PROPERTY DUCT

AREAS ARE APPROXIMATE ONLY & HAVE BEEN ROUNDED OFF TO THE NEAREST 0.5m²
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS & COLUMNS ARE SHOWN

PLAN SHOWING EXCLUSIVE USE AREA
 WITHIN PART OF COMMON PROPERTY
 IN STRATA PLAN 50946 AT LEVEL 2
 No.243 PYRMONT STREET
 PYRMONT



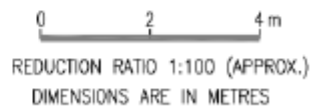
TOTAL OF AREAS "X" AT LEVEL 2: $6m^2 + 10m^2 = 16m^2$

"X" - DENOTES EXCLUSIVE USE COMMON PROPERTY AREAS
 CP - DENOTES COMMON PROPERTY

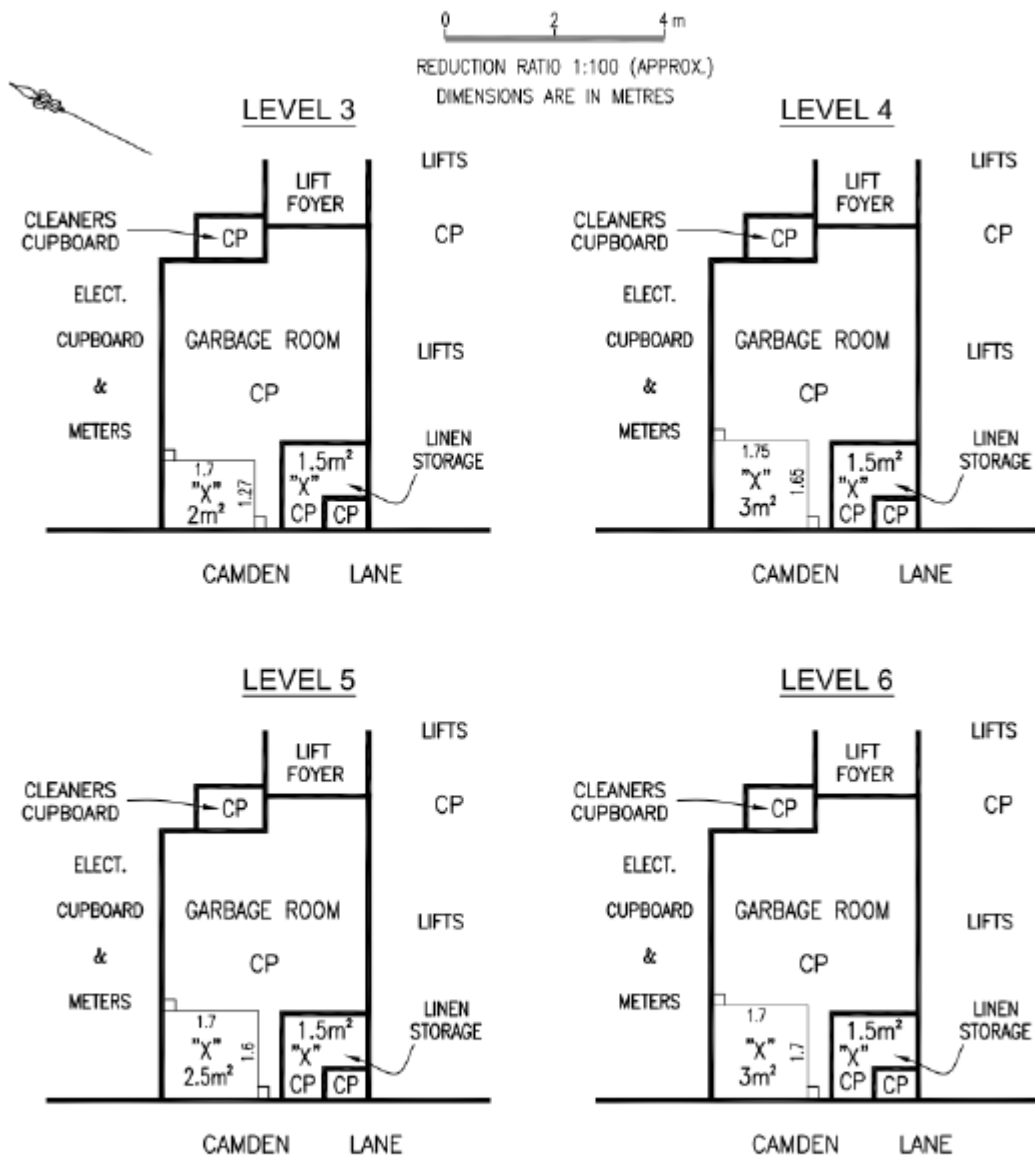
DIMENSIONS ARE IN METRES

AREAS ARE APPROXIMATE ONLY & HAVE BEEN CALCULATED FOR THE
 PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
 ONLY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS &
 COLUMNS ARE SHOWN



PLAN SHOWING EXCLUSIVE USE AREAS WITHIN PART
 OF COMMON PROPERTY IN STRATA PLAN 50946
 No.243 PYRMONT STREET, PYRMONT



LEVELS 3, 4, 5 & 6 TOTAL OF AREAS "X" = 16.5m²

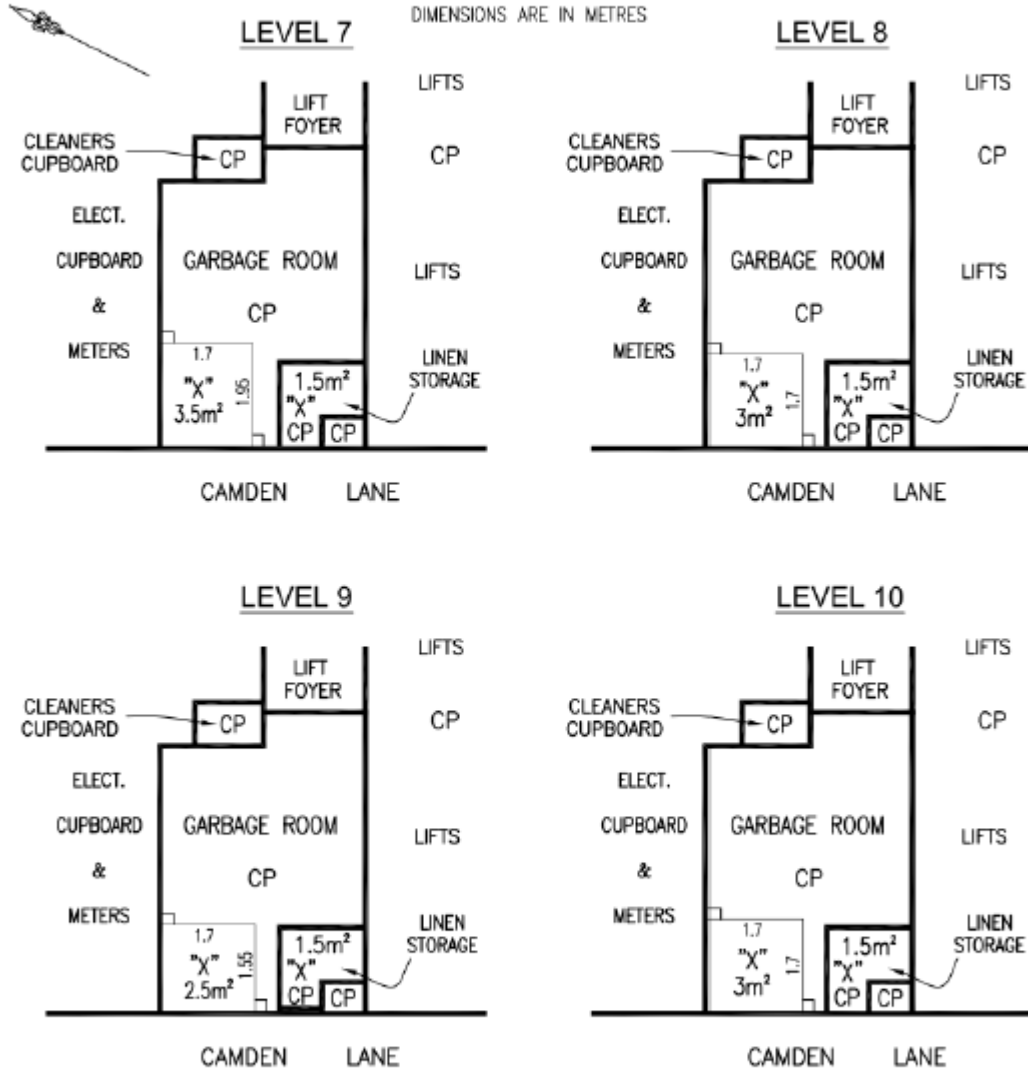
CP DENOTES COMMON PROPERTY
 AREAS ARE APPROXIMATE ONLY & HAVE BEEN ROUNDED OFF TO THE NEAREST 0.5m²
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS & COLUMNS ARE SHOWN

☐ DENOTES 90 DEGREE ANGLE

**PLAN SHOWING EXCLUSIVE USE AREAS WITHIN PART
OF COMMON PROPERTY IN STRATA PLAN 50946
No.243 PYRMONT STREET, PYRMONT**



REDUCTION RATIO 1:100 (APPROX.)
DIMENSIONS ARE IN METRES

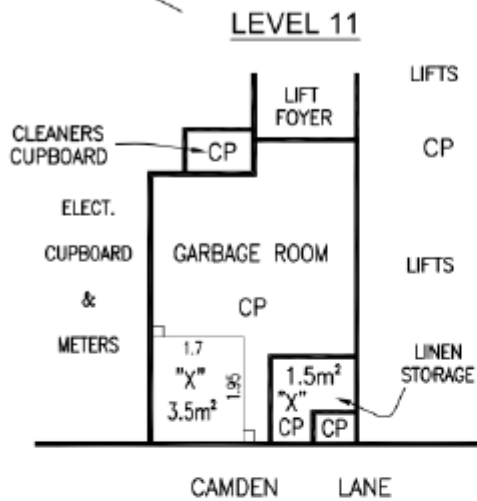


LEVELS 7, 8, 9 & 10 TOTAL OF AREAS "X" = 18m²

CP DENOTES COMMON PROPERTY
AREAS ARE APPROXIMATE ONLY & HAVE BEEN ROUNDED OFF TO THE NEAREST 0.5m²
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS & COLUMNS ARE SHOWN

┌┐ DENOTES 90 DEGREE ANGLE

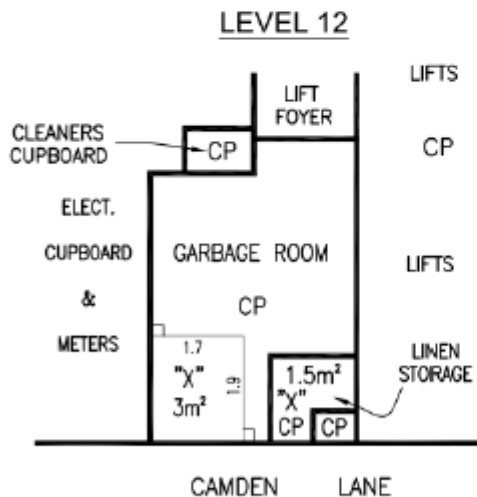
**PLAN SHOWING EXCLUSIVE USE AREAS WITHIN PART
OF COMMON PROPERTY IN STRATA PLAN 50946
No.243 PYRMONT STREET, PYRMONT**



0 2 4 m
REDUCTION RATIO 1:100 (APPROX.)
DIMENSIONS ARE IN METRES

SUMMARY OF AREAS "X"

GRD FLOOR	16 m ²
LEVEL 2	16 m ²
LEVEL 3	3.5 m ²
LEVEL 4	4.5 m ²
LEVEL 5	4 m ²
LEVEL 6	4.5 m ²
LEVEL 7	5 m ²
LEVEL 8	4.5 m ²
LEVEL 9	4 m ²
LEVEL 10	4.5 m ²
LEVEL 11	5 m ²
LEVEL 12	4.5 m ²
TOTAL	76 m²



**SUMMARY OF ALL OAKS
EXCLUSIVE USE AREAS:**

"X"	76 m ²
"Y"	14 m ² (GROUND FLOOR)
TOTAL	90 m²

└─┘ DENOTES 90 DEGREE ANGLE

CP DENOTES COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY & HAVE BEEN ROUNDED OFF TO THE NEAREST 0.5m²
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS & COLUMNS ARE SHOWN

39. By-law 39. Appearance of lot 601

- 39.1. The owner and/or occupier of lot 601 shall ensure that the area of that lot comprising part of the Lobby is kept in the same condition in appearance as the Lobby forming part of the Common Property.
- 39.2. The owner and/or occupier of lot 601 shall comply with all reasonable requirements of the Owners Corporation in relation to the appearance of the lot.
- 39.3. The owner of lot 601 and the Owners Corporation shall not build nor permit any wall to be built dividing the Common Property lobby and the hotel administration lobby area of lot 601.

40. By-law 40. Works – Lot 450

Definitions

40.1. In this by-law the following definitions apply:

“Lot” means lot 450 in Owners Corporation 50946.

“Owners” means the registered owners of the Lot.

“Works” means the alterations and additions undertaken by the Owners to their Lot and so much of the Common Property as is necessary to:

(a) Renovate, refurbish and landscape the external terrace of the Lot; and

(b) Attach to the Common Property a timber deck;

including all ancillary structures, in accordance with the “scope of works” and “Layout Plan” submitted by the Owners to the Owners Corporation under cover of a letter to the Chairman thereof dated 28 July 2005 a copy of which is annexed to the minutes of the meeting at which this by-law was made.

40.2. In this by-law headings are for convenience only and do not affect the meaning of the clauses to which they relate.

Rights

40.3. Subject to the Conditions, the Owners have a special privilege to install and keep the Works to and in the Lot and the Common Property and exclusive use of the Common Property comprising the Works.

40.4. In so far as it may be necessary and in accordance with section 106(3) of the Act, the Owners Corporation specially resolves that it is inappropriate to maintain, renew, replace or repair the Common Property occupied or immediately affected by the Works and this decision will not affect the safety of any building, structure or Common Property in the scheme or detract from the appearance of any property in the scheme.

Conditions

40.5. The Owners must ensure that the Works:

(a) comply with all relevant statutory authority requirements, such requirements to be satisfied at the Owners’ expense prior to any work being undertaken in accordance with this by-law;

(b) are carried out at the Owners’ cost in a proper and workmanlike manner and by suitably licensed and insured trades persons;

(c) are carried out in accordance with all the requirements of by-laws in force for the Owners Corporation in so far as those requirements apply to the Works;

(d) are not carried out until the Owners provide evidence to the executive committee that the Owners have effected and will maintain the insurance required under the Home Building Act 1989, workers compensation insurance and public liability insurance in an amount no less than \$10 million noting the Owners Corporation on the policy;

(e) are performed only at the times approved by the Owners Corporation;

(f) during the construction phase, do not create noise that causes discomfort, disturbance or interference with the activities of any other occupiers of the building; and

(g) during the construction phase, do not cause dirt or debris to remain in the building for any unreasonable length of time.

40.6. The Owners must:

(a) at the conclusion of the Works period and/or at the reasonable direction of the Owners Corporation,

- (b) produce evidence from a suitably qualified engineer that the Works comply with all relevant Australian industry standards and that they do not materially affect the integrity of the building;
- (c) accept liability for all damage to other lots or the Common Property caused by the Works and repair any damage at their cost immediately;
- (d) maintain, repair and replace the Works from time to time at their cost;
- (e) at all times indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers (including legal costs) as a result of the installation, maintenance, repair or replacement of the Works and pay those costs to the Owners Corporation on demand;
- (f) accept responsibility and pay for the costs of drafting, considering and registering this by-law; and
- (g) accept joint and several responsibility for performing all the Owners' obligations contemplated by and otherwise referred to in this by-law.

Remedy

- 40.7. If the Owners do not comply with this by-law, the Owners Corporation has the authority to enter onto or into any part of the parcel to carry out the Owners' obligations and has the right to recover the costs of carrying out that obligation from the Owners as a debt, due and payable at the Owners Corporation's direction and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent each year until paid.