

Annexure A to Form 15CH

Consolidated by-laws

The Owners—Strata Plan No 77776

4 The Crescent, Wentworth Point 2127

Schedule 1 Consolidated By-Laws

1 Noise

An owner or occupier of a lot must not create any noise on a lot or 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.

2 Vehicles – AMENDED to read as follows:

By-law 2 in the by-laws lodged for registration with the strata plan is amended and replaced with the following form of By-law 2:

Parking On and Access over Common Property

- (1) An owner or occupier of a lot must not park or stand any vehicle on common property including, without limitation, any car spaces set aside as visitor parking.
- (2) An owner or occupier of a lot must not permit any visitor to their lot to park or stand any vehicle on common property other than in an area marked as visitor parking and then for a maximum period of one day in each calendar month unless the executive committee of the owners corporation has, on the application of an owner or occupier, approved in writing the parking by the visitor in visitor parking for a longer period.
- (3) An owner or occupier of a lot must not park or stand any vehicle in the car space of another lot, or permit any visitor to their lot to do so, without the prior permission of the owner or occupier of that other lot.
- (4) An owner or occupier of a lot must not bring or keep any vehicle in their lot or on common property if that vehicle is leaking oil, petrol, diesel, brake, clutch or other hydraulic fluid or any other fluid and must not permit any visitor to their lot or the common property to do so.
- (5) An owner or occupier of a lot who breaches clause (4) of this by-law, or permits a visitor to their lot or the common property to breach clause (4), is liable for the costs of removing any oil, petrol, diesel, brake, clutch or other hydraulic fluid or any other fluid from the common property and cleaning up any residue or staining caused by that leaking and that owner or occupier must reimburse the owners corporation for all of those costs.
- (6) Every owner and occupier of a lot must comply, and ensure that visitors to their lots comply, in all respects with this by-law.
- (7) The owners corporation may by resolution of its executive committee and for the purpose of the control, management, administration, use and/or enjoyment of the common property including, without limitation, any areas set aside as visitor parking and to preserve the security of the building:
 - (a) install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the standing of vehicles on common property;
 - (b) install signage on the common property in or about the car parking areas of the strata scheme advising of the effect of this by-law including, without limitation, that vehicles parked on common property in breach of this by-law may be wheel-clamped;
 - (c) install signage on the common property regulating the ingress and egress of vehicles to and from the building and grounds of the strata scheme;
 - (d) establish and maintain a register of all vehicles owned or used by owners and occupiers of lots in the strata scheme including:
 - i) the make and registration number of the vehicle;
 - ii) the name of the owner or occupier who owns or uses the motor vehicle;
 - iii) the lot number and contact details of the owners or occupier;
 - iv) if the owner or occupier does not own the vehicle, the name and contact details of the owner of the vehicle;
 - (e) take such further action consistent with this by-law as is reasonable and necessary in order

to regulate or restrict the parking or standing of vehicles on common property and/or preserve the security of the building.

- (8) If an owner or occupier of a lot in the strata scheme parks or stands any vehicle owned by that person on common property in breach of this by-law:
- (a) if the owners corporation has appointed a building manager, caretaker or security personnel or the owners corporation uses the services of such persons by arrangement with the Community Association, including any estate manager appointed by the Community Association (each of whom are included in the term "**Building Manager**"), the Building Manager may, without reference to the executive committee, give a notice; or
 - (b) if there is no Building Manager, the executive committee (acting reasonably) may by resolution determine that a notice be given,

to that owner or occupier requiring that the owner or occupier comply with this by-law, in default of which the owners corporation may take action in respect of the vehicle as provided in this by-law (**Notice of Breach**).

- (9) The Notice of Breach given under clause (8) must:
- (a) be in writing;
 - (b) be displayed prominently on the vehicle in such a way as to come to the attention of the owner of the vehicle but so as to ensure no damage is done to the vehicle;
 - (c) if the vehicle is registered, specify the registration number of the vehicle that has been or is parked or standing on common property in breach of this by-law;
 - (d) advise that if the owner or occupier fails to remove the said vehicle parked or standing on common property in breach of this by-law or parks or stands the said vehicle on common property repeatedly or persistently in breach of this by-law, the owners corporation may affix a wheel clamping device to that vehicle; and
 - (e) advise that a fee not exceeding \$200 may be charged by the owners corporation for removal of the wheel clamping device.
- (10) If an owner or occupier of a lot in the strata scheme is given a Notice of Breach under this by-law, that owner or occupier must forthwith comply with that Notice of Breach and remove the vehicle the subject of the Notice of Breach parked on common property in breach of this by-law.
- (11) If a Notice of Breach is given under this by-law to an owner or occupier of a lot and the owner or occupier does not comply with the Notice of Breach, the executive committee may resolve at a duly constituted executive committee meeting to affix a wheel clamping device to the vehicle the subject of the Notice of Breach and subsequently affix, or cause to be affixed, that wheel clamping device so long as that vehicle is, at the time at which the wheel clamping device is affixed, then parked or standing on common property in breach of this by-law.
- (12) The signage installed by the owners corporation under clause (7) warning that vehicles parked in breach of this by-law may be wheel-clamped must set out a telephone number or other contact details of a person authorised to release the wheel-clamp.
- (13) Every owner and occupier of a lot in the strata scheme consents to the immobilisation by means of wheel clamping of a vehicle owned or controlled by them and parked or left on common property in breach of this by-law.
- (14) None of the executive committee of the owners corporation, any member thereof, the strata managing agent, any Building Manager and any person acting under the instructions of the executive committee of the owners corporation in accordance with this by-law shall be liable for any loss or damage sustained by an owner or occupier of a lot to whom a Notice of Breach is given and who fails to remove a vehicle parked or standing on common property in the strata scheme or repeatedly or persistently parks or stands a vehicle on common property in the strata scheme in breach of this by-law after a Notice of Breach is given.
- (15) Each member of the executive committee, the strata managing agent, any Building Manager and every person acting under the instruction of the executive committee of the owners corporation in accordance with this by-law are hereby indemnified by the owners corporation against any loss or damage suffered by any of them arising out of any action taken by any of them in accordance with this by-law.

- (16) For the avoidance of doubt, the Building Manager and/or the executive committee must not give a Notice of Breach or affix a wheel clamping device to any vehicle on grounds which are, in the circumstances, frivolous or vexatious.
- (17) Nothing in this by-law operates to restrict or prevent the owners corporation from making application to the Local Court for an order authorising the owners corporation to dispose of any vehicle left on common property and subsequently disposing of that vehicle in accordance with the *Uncollected Goods Act 1995 (NSW)* or any Act amending or replacing that Act.
- (18) This by-law must be read in conjunction with and not in derogation of by-law 24 in the Community Management Statement and if and to the extent that there is any conflict or inconsistency between this by-law and by-law 24 in the Community Management Statement, by-law 24 in the Community Management Statement shall prevail.
- (19) The obligations of an owner under clause (5) to reimburse the owners corporation are in addition to and not in substitution for their obligations as the owner of a lot in the strata scheme, in particular, the obligations of owners under Part 3 of the Act to make contributions to the administrative and sinking funds.
- (20) If an owner or occupier of a lot does not reimburse the owners corporation for the costs incurred in rectifying damage to the common property as provided in clause (5) within one month after the date on which that reimbursement payment is due:
 - (a) the amount claimed by the owners corporation will bear simple interest at the same rate as is applicable to contributions unpaid under section 79(2) of the Strata Schemes Management Act 1996 (the “**Act**”, which reference includes any Act, regulation or provision thereof amending or replacing the same), or if the regulations under the Act prescribe some other rate, then at that other rate; and
 - (b) the owners corporation may recover the principal sum, any and all interest thereon and all of the costs of recovery from the defaulting owner or occupier as a debt due; and
 - (c) the owners corporation may include reference to any such debt on notices under section 109 of the Act.

3 Obstruction of Common Property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

4 Damage to Lawns and Plants on Common Property

An owner or occupier of a lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of common property.

5 Damage to Common Property

- (a) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of common property except with the written approval of the owner's corporation.
- (b) An approval given by the owner's corporation under by law 5 cannot authorise any additions to common property.
- (c) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (1) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot,
 - (2) any screen or other device to prevent entry of animals or insects on the owner's lot,
 - (3) any structure or device to prevent harm to children,
 - (4) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

- (d) 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.
- (e) Despite section 62 of the Strata Schemes Management Act 1996 ("Act"), the owner or occupier of a lot must:
 - (1) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by law 5(c) that forms part of common property and that services the lot, and
 - (2) repair any damage caused to any part of common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in by law 5(c) that forms part of common property and that services the lot.
- (f) If an owner or person authorised by an owner installs a device, screen or structure pursuant to by-law 5(c), which does not comply with fire safety standards of Australia or is not in keeping with the appearance of the building in accordance with by-law 5(d), the owners corporation or any person authorised by it, may remove such screen, structure or device and replace it with a screen, structure or device which complies with fire safety standards of Australia or is in keeping with the appearance of the building in accordance with by-law 5(d). The cost of the owners corporation in removing and replacing that screen, structure or device shall be a debt payable by the owner to the owners corporation on demand.

6 Behaviour of Owners and Occupiers

- (a) 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 common property.
- (b) An owner or occupier must take all reasonable steps to ensure that any persons authorised by an owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier or another lot or any person lawfully using the common property.
- (c) Where these by-laws require a person authorised by an owner or occupier to do anything or to refrain from doing anything, the owner or occupier inviting or permitting that authorised person to enter the building must ensure that the relevant authorised person complies with such requirement.

7 Children Playing on Common Property in Building

- (a) An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.
- (b) An owner or occupier must not permit any child of whom the owner or occupier has control to lay or otherwise obstruct the lifts, stairs or access ways on common property or, unless accompanied by an adult exercising effective control, to enter or to remain on common property comprising a laundry, car parking, pool or recreational area or other area of possible danger or hazard to children

8 Behaviour of Invitees

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.

9 Depositing Rubbish and Other Material on Common Property

An owner or occupier of a lot must not deposit or throw on common property any rubbish, dirt, dust or other material or discarded item other than in receptacles placed on common property for this purpose.

10 Washing, Curtains, Vehicles

An owner or occupier may not:

- (a) dry, air or display clothing other than in areas designated for that purpose by the estate manager;
- (b) without the consent of the responsible person permit rubbish, materials, vehicles, plant or equipment to remain in locations visible outside its lot;
- (c) park vehicles on association property in breach of community management statement by-law 21;
- (d) treat windows and glass doors with any treatment (including, without limit, curtains or blinds) other than those of a style and colour approved by the owner's corporation.

11 Cleaning Windows and Doors

An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of a lot, including so much as is common property, unless:

- (a) the owner's corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

12 Storage of Inflammable Liquids and Other Substances and Materials

- (a) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on common property any inflammable chemical, liquid or gas or other inflammable material in quantity exceeding one litre.
- (b) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13 Moving Furniture and Other Objects on or through Common Property

- (a) An owner or occupier of a lot must not transport any furniture, large objects or deliveries to or from a lot through or on common property within the building unless sufficient notice has been given to the estate manager so as to enable the estate manager to arrange for its nominee to be present at the time when the owner or occupier undertakes the activity referred to in this by-law.
- (b) The owners corporation may, by resolution, determine the manner in which furniture, large objects or deliveries to and from the lot are to be transported through or over common property (whether in the building or not) and may impose appropriate conditions on such activities, including but not limited to the use of trolleys or other moving devices having metal wheels and insurance requirements.
- (c) If the owners corporation has determined, by resolution in accordance with by-law 13(b), the manner in which furniture, large objects or deliveries to and from the lot are to be transported, then an owner or occupier must not transport any furniture, large object or deliveries to and from the lot through or over common property except in accordance with that resolution. The estate manager may inspect any parts of the common property and may direct any owner or occupier in writing to rectify any damage caused by the transportation of furniture, large objects or deliveries by that owner or occupier.
- (d) An owner or occupier must not take any deliveries on the common property unless a prior appointment has been made with the estate manager. The owners corporation may, from time to time, make rules and impose conditions in relation to the use of the common property, including in relation to the maximum height and weight of vehicles and the hours in which access is permitted.

14 Floor Coverings

- (a) An owner 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.
- (b) An owner must not cover the floor space of a lot with tiles, timber flooring, or any other substance which may cause a nuisance or disturb the peaceful enjoyment of the owner or occupiers of another lot, without the consent in writing of the owners corporation, which consent may be withheld in its absolute discretion.
- (c) By-law 14(b) does not apply to floor space of a lot comprising a kitchen, laundry, lavatory or bathroom.

15 Garbage Disposal

- (a) An owner or occupier of a lot that does not have shared receptacles for garbage, recyclable material or waste:
 - (1) must maintain such receptacles within the lot, or on such part of common property as may be authorised by the owner's corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (2) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (3) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owner's corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (4) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph(1),
 - (5) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (6) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (b) An owner or occupier of a lot that has shared receptacles for garbage, recyclable material or waste:
 - (1) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (2) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (c) In no circumstances may garbage, recyclable material or waste (or receptacles for the same) be visible from outside the building other than on days specified by the council for collection.
- (d) If there is any inconsistency between the terms of this by-law and any consent authority requirements, the consent authority requirements will prevail.

16 Keeping of Animals AMENDED (AM584546P) to read as follows:

Subject to section 49(4) of the Act, an owner or occupier must not, without the written consent of the executive committee, keep any animal on its lot or common property.

A request for written consent of the executive committee must include:
details of the type and size (including weight) of the animal; and
a photograph of the animal,
and consent will not be granted for an animal other than :

one cat; **or**

one dog weighing less than 10kg (other than a dangerous dog as defined in the Companion Animals Act 1998); **and**

one caged bird; **and**

fish in **one** secure aquarium.

Any other pets other than the prescribed needs special approval from the Owners Corporation.

An owner or occupier must ensure that its cat, dog or caged bird is vaccinated and micro chipped, registered with the local council and its registration number is given to the owners corporation before and while it is kept on the owner's or occupiers lot.

An owner or occupier must ensure that its cat, dog or bird:

is kept within the lot whenever practicable;

is carried, leashed, caged or otherwise kept under control when on the common property;

the animal is prevented from fouling the external lot or the common property and that any such fouling is immediately removed; and does not interfere with the peaceful enjoyment of another owner or occupier of a lot in the scheme, or damage the common property or the property of another owner or occupier and that any such damage must immediately be made good at no cost to the owners corporation.

Any animal found on the common property that is not carried, leashed, caged or otherwise accompanied by an owner, occupier or visitor at all times while on the common property, may be removed at that time from the common property to the RSPCA or similar facility without the need for prior investigations as to ownership and without any duty to recompense an owner, occupier or visitor to the scheme any associated costs, including but not limited to any costs associated with the animal's recovery.

If three or more substantiated complaints about an animal's behaviour are made within a consecutive sixty day period by another owner or occupier of a lot, the executive committee is entitled to rescind its consent by way of written notice to the owner or occupier, following which the animal must be removed from the lot and the scheme within seven days.

Nothing in this by-law overrides the operation of the Companion Animals Act 1998.

17 Appearance of Lot

The owner or occupier of a lot must not, except with the prior written approval of the owner's 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.

- (a) If a lot contains a private courtyard, the owner or occupier of that lot must maintain the landscaping and the general appearance of the courtyard in accordance with the landscaping standards and the general standard of the building.
- (b) The owner or occupier must not, without the written consent of the owners corporation, affix anything to the exterior of the building or a lot within the building or the common property or 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. This prohibition includes (without limitation):
 - (1) the display of "for sale" or "for lease" signs or any other form of advertising: and
 - (2) satellite dishes or antennas

18 Change in Use of Lot to be Notified

- (a) An occupier of a lot must notify the owner's corporation if the occupier uses a lot in a way that may affect the insurance premiums for the strata scheme (for example, if the use results in a hazardous activity being carried out on the lot, or results in the lot being used for non residential purposes).
- (b) Notwithstanding by-law 18 (a), the owner or occupier is only permitted to use the lot for residential purposes.

19 Fire Safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

20 Prevention of Hazards

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using common property.

21 Provision of Amenities or Services

- (a) The owner's corporation acknowledges and agrees with the provisions of by-law 23 of the community management statement and without limiting the generality of the foregoing, the owner's corporation hereby irrevocably appoints:
 - (1) the community association to act on its behalf in contracting out services, pursuant to by-law 23 of the community management statement; and
 - (2) the responsible person as its attorney to sign on its behalf any contract referred to in by-law 23 of the community management statement.
- (b) Without limiting by-law 21 (a) an owner of a lot used for non residential purposes must pay for the costs of any services and/or amenities in relation to garbage, waste and recycling services or any other services provided to any such part of the common property which may be designated by the owner's corporation for garbage, recyclable material or waste collection. Such costs must be apportioned equally between the owners of lots used for non residential purposes.

22 Selling and Leasing Activities

- (a) The original proprietor may on common property and any lot owned by the original proprietor:
 - (1) maintain selling and leasing offices and facilities;
 - (2) maintain signs in connection with those selling and leasing activities; and
 - (3) conduct selling, leasing and auction activities.
- (b) No other owner or occupier may maintain facilities or signs, nor otherwise conduct selling or leasing activities, without owners corporation approval.

23 Security Keys

- (a) If relevant, the estate manager will issue security keys to the owner of a lot.
- (b) The owner or occupier of a lot may not duplicate or copy the key.
- (c) If the owner or occupier of a lot has damaged, lost or had its security key stolen, then the owner must immediately notify the estate manager which will replace the key at the cost of the owner.
- (d) The owner or occupier of a lot will return any security key to the estate manager immediately on request.

24 Community Management Statement

- (a) The community management statement contains by-laws which affect the strata scheme.
- (b) An owner or occupier and the owner's corporation must comply with the community management statement.
- (c) If there is any inconsistency between the terms of the community management statement and these by-laws, the community management statement will prevail.
- (d) A breach of the by-laws contained in the community management statement amounts to a breach of these by-laws.

25 Air Conditioning

- (a) An owner, occupier or the owner's corporation must not install or maintain on a lot or common property any air conditioning unit ("unit") other than of a type or style approved by the owners corporation and with a power rating, noise rating and in a location directed by the responsible person.
- (b) An owner and/or occupier of a lot is at all times responsible for ensuring that the unit complies with all relevant legislation and regulations relating to the operating noise levels of the unit and indemnifies the owners corporation for any liability or expense incurred by the owners corporation arising from any breach of noise regulations.
- (c) An owner or occupier of a lot will have a right of exclusive use and enjoyment of that part of the common property required in order to install and keep a unit to serve his or her lot.
- (d) The owner or occupier must maintain the unit, or any modification or addition to the unit, in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary or as reasonably required by the owners corporation. If the owner decides to replace or renew the unit, the owner must inform the owners corporation in writing of his intention to do so at least fourteen (14) days prior to the replacement or renewal.
- (e) The owner or occupier at his cost must repair any damage to the common property occurring in the installation, maintenance, replacement, repair or renewal of the unit or any modification or addition to the unit.
- (f) An owner or occupier must indemnify the owners corporation against any liability or expense that would not have been incurred if the unit had not been installed.
- (g) The unit always remains the property of the owner of the lot and does not become common property or come under the ownership of the owners corporation at any time.
- (h) Where any air conditioning system is installed for the benefit of an individual lot before registration of the strata plan, the owner of the lot is liable for all costs of maintaining and operating that system. The owner of that individual lot will be granted a right of exclusive use in accordance with paragraph (c) above and must comply with paragraphs (b), (d), (e) and (f).

26 Hot Water Systems

- (a) The owner of each lot has a right to use the common property hot water system.
- (b) Each owner or occupier must give the owners corporation, or a person authorised by the owners corporation, reasonable access to his or her lot to maintain, repair or replace the connections to the hot water system.
- (c) The owners corporation must operate, maintain, repair and replace the hot water system.
- (d) The owners corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of any hot water system.

27 Structural Supports in the Building

An owner or occupier must not carry out any alteration to any part of the building, which renders structural support to any other part of the building without first submitting copies of all relevant plans, and approvals to the owners corporation and obtaining the prior written approval of the owners corporation to the proposed alteration. The consent of all relevant authorities required by law must also be obtained for the alteration. The consent of all relevant authorities required by law must also be obtained for the alterations any works approved by the owners corporation must be carried out in accordance with the conditions imposed by all relevant authorities and the owners corporation.

28 Access to Inspect or Read Meters

Where any meter is located within a lot, the owner or occupier of that lot must, on reasonable notice, give access to persons by the owners corporation to allow the reading or servicing of that meter. An owner or occupier is entitled to require the presence of the strata manager, estate manager or other authorised employee or representative of the owners corporation before granting access to allow inspection or reading of any meter that is located within a lot.

29 Swimming Pool and Recreation Facilities

An owner or occupier must:

- (a) Not use the swimming pool and its surrounds between the hours of 10.00pm and 6.00am;
- (b) ensure that any persons authorised by an owner or occupier do not use the swimming pool or its surrounds unless that owner or occupier or another owner or occupier accompanies them;
- (c) ensure that children are not in or around the swimming pool unless accompanied by an adult owner or occupier exercising effective control over them;
- (d) ensure that glass containers or receptacles of any type are not taken to or allowed to remain in the swimming pool or its surrounds;
- (f) exercise caution at all times and not run or splash or behave in any manner that is likely to interfere with the use of the pool by other persons;
- (g) not, without proper authority, operate, adjust or interfere With the operation of any equipment associated with the swimming pool or add any chemical or other substance to any water in the pool;
- (h) at all times be adequately clothed so as not to likely offend other persons using the swimming pool or its surrounds;
- (i) be adequately clothed and dry when leaving or entering the swimming pool area of the building;
- (j) not smoke, eat, drink or consume alcohol in the pool or its surrounds;
- (k) not use balls, boogie boards or large inflated objects in the pool; and
- (l) comply with any rules that the executive committee may add or vary with respect to the use of the recreational facilities from time to time.

30 Controls on Hours of Operation and Use of Facilities

- (a) The responsible person may make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:
 - (1) that non residential activities may be conducted on a lot or common property only during certain times;
 - (2) that facilities situated on the common property may be used only during certain times or on certain conditions;
 - (3) that deliveries to or from a lot or lots are to be transported through or on common property only during certain times or on certain conditions.
- (b) An owner or occupier of a lot must comply with a determination referred to in by-law 30(a).

31 Annual Fire Safety Certification

The owners corporation shall certify to the council and the NSW Fire Brigade annually and provide a Fire Safety Certificate confirming that the essential services installed in the building for the purpose of fire safety have been inspected and at the time of inspection are capable of operating to the required minimum standard.

32 Loading and Unloading

An owner or occupier of a lot must ensure that all loading and unloading of service vehicles in connection with the use of the lot shall be carried out wholly within the site at all times, or in designated on-street loading zones approved consultation with council under a traffic management plan.

33 Unobstructed Driveways and Parking Areas

An owner or occupier of a lot must not at any time obstruct driveway or parking areas and will not use any driveway or car spaces for the manufacture, storage or display of goods, materials or any other equipment and the driveways and car spaces are to be used solely for vehicular access and for the parking of vehicles associated with the use of the lot.

34 Vehicular Access

The owners corporation will exhibit signs in a prominent location advising that all vehicles entering or leaving the common property are to be driven in a forward direction at all times.

35 Noise Control - Plant and Machinery

An owner or occupier of a lot must not cause the emission of noise by the operation of any plant and machinery or other equipment on a lot that exceeds 5dB(A) above the background noise level when measured at the boundary of the lot.

36 Public Access

An owner or occupier will not obstruct a public accessway with any materials, vehicles, refuse, skips or the like under any circumstances.

37 Energy and Water Rated Appliances

All appliances installed in a lot must be energy rated appliances with an energy star rating of 3 stars or more. All fittings must be water saving fittings and appliances with AAA water rating or more.

38 Failure to Comply with By-Laws

- (a) The owners corporation may do any act, as an owner or occupier of a lot, that an owner or occupier should have done under the act or these by-laws, but which an owner or occupier has not done or, in the reasonable opinion of the owners corporation, has not done properly.
- (b) The owners corporation must give an owner and/or occupier written notice specifying when it will enter an owner's and/or occupier's lot to do any work required to be done in exercise of the rights conferred on the owners corporation under these by-laws. An owner and/or occupier must:
 - (1) give the owners corporation (or persons authorised by it) access to an owner's and/or occupier's lot as required by the notice and at the cost of that owner and/or occupier; and
 - (2) pay the owners corporation the costs incurred for doing the work.
- (c) The owners corporation may recover money an owner or occupier owes it under these by-laws as a debt payable upon demand.
- (d) The rights of the owners corporation under this by-law 38 are in addition to those that it has under the act.

39 Cleaning of Lot and Rangehoods

The owner or occupier shall maintain the lot in a clean and tidy condition and free of vermin and shall clean the filters of any rangehood installed in the lot every three (3) months.

40 Products Used in Scheme

The owners and occupiers acknowledge that natural products have been specified in the design of the building and that these natural products have characteristics that may lead to uneven wear, minor distortion, staining and discolouration. An owner and occupier cannot make any objection in relation to these matters. The owners corporation must treat and maintain those materials regularly and in accordance with the suppliers recommendations.

41 Use of Balconies

The owner or occupier must not, without the written consent of the owners corporation, use balconies or permit balconies to be used by any other person. To store furniture, goods or any other item. Outdoor furniture kept on balconies:

- (a) must be in keeping with the appearance of the rest of the building;
- (b) must not cause damage or be dangerous or have potential to cause damage or injury.

42 Carwash Bays

An owner or occupier using the car wash bay area ("the area") in the common property must:

- (a) ensure that the area is kept clean and all rubbish is removed from the area: and
- (b) not use the area at any time for temporary car parking.

43 Storage Areas

- (a) The owner or occupier of any storage area will:
 - (1) Not, except with the prior written approval of the owners corporation, use or store in the storage area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;
 - (2) Be responsible for the repair of any damage caused to the storage area and common property as the result of the use of the storage area; and
 - (3) Ensure the storage area is kept clean and free of all rubbish and vermin.
- (b) The owner or occupier of any storage area that has an area large enough to allow the storage of a motor vehicle, trailer or boat, shall be entitled to store a motor vehicle.

44 Smoking

An owner, occupier or any person authorised to be in the lot or on the common property, must not smoke any cigarette, cigar or other product on the common property.

45 Definitions

"act" means *Strata Schemes management Act 1996* (NSW) as amended.

"association property" means lot 1 in the community plan and all items of infrastructure.

"authority" means any national, state or local government, semi-government, quasi-government or other body or authority, statutory or otherwise, including but not limited to any court or tribunal having jurisdiction and power in relation to the scheme.

"balcony" means the areas shown on the strata plan as being a "terrace or enclosed terrace" or any other area generally considered to have the attributes of a balcony as determined by the executive committee.

"building" means the building constructed within the scheme and includes all recreational facilities, carparking, storage areas and common property within the scheme.

"common property" means the common property created upon the registration of the strata plan and the personal property of the owners corporation.

"community association" means community association DP 270320.

"community management statement" means the community management statement registered with the community plan.

"community parcel" means the land the subject of the community scheme constituted on registration of the community plan.

"community plan" means the deposited plan creating a community scheme to which the strata scheme is subject.

"consent authority" means the relevant consent authority from time to time with building and development consent power in respect of the community parcel.

"council" means Auburn Council.

"development period" has the same meaning as that term is given in the community management statement.

"estate manager" means the entity which is contracted to carry out estate management services for the community association.

"executive committee" means the committee appointed by the owners corporation.

"lot" means a lot in the strata scheme.

"occupier" means the occupier, licensee or person in lawful possession of a lot.

"original proprietor" means Payce Properties Pty Limited or any nominee of Payce Properties Pty Limited notified to the community association.

"owner" means, if a leasehold interest exists in respect of a lot:

- (a) the lessee for the time being of a leasehold interest in the lot; and

(b) a mortgagee in possession of a lot,

If no leasehold interest exists in respect of a lot, owner means the proprietor or mortgagee in possession of the lot.

"owners corporation" means the owners - strata scheme no.

"recreational facilities" means the swimming pool, toilet and shower facilities located in the common property and includes (but is not limited to) equipment used to operate and maintain the swimming pool, swimming pool furniture, change rooms and the common property immediately surrounding the swimming pool.

"responsible person" means:

- (a) during the development period - the original proprietor; and
- (b) after the development period - the executive committee of the community association as constituted from time to time under the Community Land Management Act 1989.

"scheme" means the strata scheme created on registration of the strata plan accompanying these by-laws.

"storage area" means any area that is designated on the strata plan as a storage area including designated storage areas that form part of a lot and any area which the original owner or owners' corporation, as the case may be, has granted to an owner being a right to the exclusive use and enjoyment of an area of common property for the purpose of storage.

"site" means the land comprising the strata plan.

"strata manager" means the person appointed from time under Part 4 of the act in relation to the scheme

"strata plan" means strata plan no. 77017

46 Interpretation

In these by-laws unless the contrary intention appears:

- (a) a reference to an instrument includes any variation or replacement of it;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, with limitation persons taking by novation and assign; and
- (d) headings are for convenience and do not effect the interpretation of these by-laws.
- (e) Unenforceability of a part or provision of these by-laws does not affect the enforceability of any other part or provision.

Special By-law 11 - Special Privilege By-Law for Lot 144

PART 1 - DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
 - (i) contractors all risk insurance in the sum of \$5,000,000 and if permissible by the insurer noting the Owners Corporation as an interested party;
 - (ii) insurance required under the Home Building Act 1989 and if permissible by the insurer noting the Owners Corporation as an interested party; and
 - (iii) workers compensation insurance, if required.
- (c) **Lot** means lot 144 in strata plan 77776.
- (d) **Owner** means the owner of the Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 77776.
- (f) **Special Privilege Area** means the common property areas required to keep the Works as set out in plans attached to this bylaw prepared by:

- i. Lysaght Homes dated 25 May 2007 and 26 May 2007 titled 'Architectural Drawing; and
 - ii. Allen Jack & Cotter Architects not dated and titled 'Lipari South Elevation (From Podium)', 'Level 9 Lipari Slab Plan', and 'Shadow Diagrams – Sheet 2'.
- (g) **Works** means the works as set out in plans attached to this bylaw prepared by:
- i. Lysaght Homes dated 25 May 2007 and 26 May 2007 titled 'Architectural Drawing; and
 - ii. Allen Jack & Cotter Architects not dated and titled 'Lipari South Elevation (From Podium)', 'Level 9 Lipari Slab Plan', and 'Shadow Diagrams – Sheet 2'.
- 1.2 In this by-law a word which denotes:
- (a) the singular includes plural and vice versa;
 - (b) any gender includes the other genders;
 - (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and
 - (d) references to legislation includes references to amending and replacing legislation.

PART 2 - GRANT OF RIGHT

2.1 The Owner has the special privilege to install and keep the Works in the Special Privilege Area.

PART 3 - CONDITIONS

PART 3.1 - Before Commencement

3.1 Before commencement of the Works the Owner must:

- (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (b) provide a complete copy of the development application to the Owners Corporation to provide their written consent;
- (c) provide a complete copy of the construction certificate application to the Owners Corporation to provide their written consent;
- (d) provide a final copy of the construction certificate plans stamped by council or certifier to the Owners Corporation;
- (e) in any application for consent from Council or a private certifier must include a copy of the by-law and state in the application that it seeks a condition that the consent be subject to the conditions of this by-law;
- (f) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation;
- (g) effect and maintain Insurance and provide a copy to the Owners Corporation;
- (h) provide a report to the Owners Corporation from a suitably qualified structural engineer in regards to the effect of the Works on the structural integrity of the building; and
- (i) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law.

PART 3.2 - During Construction

3.2 Whilst the Works are in progress the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner

- must rectify that interference or damage within a reasonable period of time;
- (i) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.3 - After Construction

3.3 After the Works have been completed the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;
- (d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- (e) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law;
- (f) the Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with; and
- (g) pay the Owners Corporation's reasonable costs of implementing this by-law.

PART 3.4 - Enduring Rights and Obligations

3.4 The Owner:

- (a) must maintain and upkeep the Special Privilege Area and the Works;
- (b) remains liable for any damage to lot or common property arising out of the Works;
- (c) must make good any damage to lot or common property arising out of the Works; and
- (d) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

Special By-Law 12 - Retractable Awnings – AMENDED – See Special By-Law 16

Special By-Law 13 – Lot 87 Special Privilege By-Law – AMENDED – See Special By-Law 17

Special By-Law 14 – Special Privilege By-Law for Lot 18

- (a) On the conditions set out in this by-law, the owner from time to time of lot 18 will have a special privilege in respect of the common property to access carry out and maintain the following works:
 - (1) installation of a powder coated metal gate (matched to the colour of the existing metal courtyard gates) to allow access from the courtyard of lot 18 to common property;
 - (2) partial demolition of the common property planter box;
 - (3) realignment of the end wall to permit access to the gate;
 - (4) installation of pavers; and
 - (5) render and painting of the planter walls to match the colour and texture of the existing walls, (the "works").
- (b) The owner:

- (1) must provide the owners corporation with a copy of any certificate or certification required by any statutory authority or the owners corporation in respect of the works;
- (2) must provide the owners corporation's nominated representative(s) access to inspect the works within 48 hours of any request from the owners corporation to check compliance with this by-law or any consents provided under this by-law;
- (3) must maintain and upkeep the works and must renew or replace them whenever necessary;
- (4) must not vary the works except in accordance with the written approval of the owners corporation;
- (5) remains liable for any damage to lot 18 or common property and the property of the owner or occupier of another lot in the strata scheme arising out of the works;
- (6) must promptly make good any damage including damage to lot 18, any common property and the property of the owner or occupier of another lot in the strata scheme; and
- (7) must indemnify the owners corporation against any costs or losses arising out of the works to the extent permitted by law.

Special By-Law 15 – Electronic Transmission of Notices

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

Special By-Law 16 – Amendment of Special By-Law 12 - Retractable Awnings & Pergolas

PART 1 - DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
 - (i) contractors all risk insurance in the sum of \$5,000,000 and if permissible by the insurer noting the Owners Corporation as an interested party;
 - (ii) insurance required under the Home Building Act 1989 and if permissible by the insurer noting the Owners Corporation as an interested party; and
 - (iii) workers compensation insurance, if required.
- (c) **Lot** means a lot in strata scheme 77776.
- (d) **Occupier** means the occupier of the Lot from time to time.
- (e) **Owner** means the owner of a lot in strata scheme 77776.
- (f) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 77776.
- (g) **Required Documents** means:
 - (i) existing plan and drawings;
 - (ii) proposed plans and drawings;
 - (iii) if the plans and drawing do not adequately describe the works a description of the works;
 - (iv) details and specifications of the proposed folding arm awning as manufactured by Luxaflex® being the Monaco Awning model; or
 - (v) details and specifications of the proposed awning as manufacture by Viva Sunscreens being the Alutecnic Retractable Roof System; and
 - (vi) any other document reasonably required by the Owners Corporation.
- (h) **Works** means the
 - (i) installation of a folding arm awning complying with the requirements of paragraphs numbered “1” to “5” referred to in the letter from Robertson + Marks Architects Pty Ltd dated 27 April 2009 attached to this by-law, being additions and alterations undertaken by an Owner to their lot and to the common property as specified in the Required Documents; or
 - (ii) installation of a Alutecnic Retractable Roof System complying with the requirements of paragraphs numbered “1” to “7” referred to in the letter from Robertson + Marks Architects Pty Ltd dated 20 July 2010 attached to this by-law, being additions and alterations undertaken by an Owner to their lot and to the common property as

specified in the Required Documents.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 2 - GRANT OF RIGHT

2.1 The Owner must not install the Works except in accordance with Part 3 of this by-law.

PART 3 - CONDITIONS

PART 3.1 - Before commencement

3.1 Before commencement of their Works the Owner must:

- (a) in the event the Works affect common property, the owner of a Lot may be required to obtain the Owners Corporation consent by submitting to the Owners Corporation, a proposed motion including a section 52 by-law allowing for the ongoing maintenance by an Owner of any common property affected by their Works;
- (b) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (c) provide a complete copy of the development application to the Owners Corporation to provide their written consent;
- (d) provide a complete copy of the construction certificate application to the Owners Corporation to provide their written consent;
- (e) provide a final copy of the construction certificate plans stamped by council or certifier to the Owners Corporation;
- (f) in any application for consent from Council or a private certifier must include a copy of the by-law and state in the application that it seeks a condition that the consent be subject to the conditions of this by-law;
- (g) provide the Owners Corporation's nominated representative(s) access to inspect their Lot within 48 hours of any request from the Owners Corporation, except if the Owner is not the Occupier, in which case the Owner must make reasonable endeavours to procure the consent of the Occupier for such access;
- (h) effect and maintain Insurance and provide a copy to the Owners Corporation;
- (i) provide a report to the Owners Corporation from a suitably qualified structural engineer in regards to the effect of their Works on the structural integrity of the building; and
- (j) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law.

PART 3.2 - During construction

3.2 Whilst their Works are in progress the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- (b) ensure their Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of 3 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner

- must rectify that interference or damage within a reasonable period of time;
- (i) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required), except if the Owner is not the Occupier, in which case the Owner must make reasonable endeavours to procure the consent of the Occupier for such access; and
- (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.3 - After construction

3.3 After the Works have been completed the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;
- (d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- (e) provide the Owners Corporation's nominated representative(s) access to inspect the lot within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law, except if the Owner is not the Occupier, in which case the Owner must make reasonable endeavours to procure the consent of the Occupier for such access;
- (f) the Owners Corporation's right to access the lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with; and
- (g) pay the Owners Corporation's reasonable costs of implementing this by-law.

PART 3.4 - Enduring rights and obligations

3.4 The Owner:

- (a) must maintain and upkeep the Works;
- (b) remains liable for any damage to lot or common property arising out of the Works;
- (c) must make good any damage to lot or common property arising out of the Works;
- (d) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law;
- (e) must review the Works after a period of five (5) years from the date of installation of the Works and restore the common property area(s) affected by Works to its original state; and having complied with paragraph (e) immediately above, the Owner may reapply for approval to the Owners Corporation to install a folding arm awning.

Special By-Law 17 – Amendment of Special By-Law 13 - Special Privilege By-Law for Lots 58, 87, 154 and 156 – AMENDED to include Lot 154

PART 1 - DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
 - (i) contractors all risk insurance in the sum of \$5,000,000 and if permissible by the insurer noting the Owners Corporation as an interested party;
 - (ii) insurance required under the Home Building Act 1989 and if permissible by the insurer noting the Owners Corporation as an interested party; and

- (iii) workers compensation insurance, if required.
 - (c) **Lot** means lots 56, 87 154 or 156 in strata plan no. 77776.
 - (d) **Occupier** means the occupier of the Lot from time to time.
 - (e) **Owner** means the owner of the Lot from time to time.
 - (f) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 77776.
 - (g) **Special Privilege Area** means the common property areas on the balcony of the Lot required to install and keep the Works as set-out in the hand-drawn diagram titled "Aerial View" and "X-Section View" attached to this by-law.
 - (h) **Works** means the works, included but not limited to the installation of a Luxaflex® Monaco folding arm awning or Alutecnic Retractable Roof System as set-out in:
 - i. the hand-drawn diagrams attached to this by-law titled "Aerial View" and "X-Section View" attached to this by-law;
 - ii. an extract from a Luxaflex® Monaco brochure in relation to the colour of the awning attached to this by-law;
 - iii. the installation of the Works being subject to the Owner complying with the requirements of paragraphs numbered "1" to "4" referred to in the letter from Robertson + Marks Architects Pty Ltd dated 27 April 2009 attached to this by-law;
 - iv. an extract from a Viva Suncreens Alutecnic Retractable Roof System brochure in relation to the colour of the awning attached to this by-law;
 - v. installation of an Alutecnic Retractable Roof System complying with the requirements of paragraphs numbered "1" to "7" referred to in the letter from Robertson + Marks Architects Pty Ltd dated 20 July 2010 attached to this by-law.
- 1.2 In this by-law a word which denotes:
- (a) the singular includes plural and vice versa;
 - (b) any gender includes the other genders;
 - (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and
 - (d) references to legislation includes references to amending and replacing legislation.

PART 2 - GRANT OF RIGHT

2.1 The Owner has the special privilege to install and keep the Works in their Special Privilege Area.

PART 3 - CONDITIONS

PART 3.1 - Before commencement

3.1 Before commencement of the Works the Owner must:

- (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (b) provide a complete copy of the development application to the Owners Corporation to provide their written consent;
- (c) provide a complete copy of the construction certificate application to the Owners Corporation to provide their written consent;
- (d) provide a final copy of the construction certificate plans stamped by council or certifier to the Owners Corporation;
- (e) in any application for consent from Council or a private certifier must include a copy of the by-law and state in the application that it seeks a condition that the consent be subject to the conditions of this by-law;
- (f) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation, except if the Owner is not the Occupier, in which case the Owner must make reasonable endeavours to procure the consent of the Occupier for such access;
- (g) effect and maintain Insurance and provide a copy to the Owners Corporation;
- (h) provide a report to the Owners Corporation from a suitably qualified structural engineer in regards to the effect of the Works on the structural integrity of the building; and

- (i) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law.

PART 3.2 - During construction

3.2 Whilst the Works are in progress the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of 3 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time;
- (i) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required), except if the Owner is not the Occupier, in which case the Owner must make reasonable endeavours to procure the consent of the Occupier for such access; and
- (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.3 - After construction

3.3 After the Works have been completed the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;
- (d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- (e) provide the Owners Corporation's nominated representative(s) access to inspect the lot within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law, except if the Owner is not the Occupier, in which case the Owner must make reasonable endeavours to procure the consent of the Occupier for such access;
- (f) the Owners Corporation's right to access the lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with; and
- (g) pay the Owners Corporation's reasonable costs of implementing this by-law.

PART 3.4 - Enduring rights and obligations

3.4 The Owner:

- (a) must maintain and upkeep the Special Privilege Area and the Works;
- (b) remains liable for any damage to lot or common property arising out of the Works;
- (c) must make good any damage to lot or common property arising out of the Works;
- (d) must indemnify the Owners Corporation against any costs or losses arising out of the

Works to the extent permitted by law;
(e) must review the Works from the Special Privilege Area after a period of five (5) years from the date of installation of the Works and restore the Special Privilege Area to its original state; and
having complied with paragraph (e) immediately above, the Owner may reapply for approval to the Owners Corporation to install a folding arm awning.

Special By-Law 18 – Requirements if you Lease your Apartment

If you lease or license your Apartment, you must:

- (a) Provide your tenant or licensee with an up-to-date copy of the by-laws and the Community Management Statement; and
- (b) Ensure that your tenant or licensee and their visitors comply with the by-laws and the Community Management Statement, and
- (c) Take all action available to you, including action under the lease or license agreement, to make; them comply or leave SP77776.

Special By-Law 19 – Fire Brigade False Alarms

An owner or occupier of a lot must indemnify the Owners Corporation against any liability to the Fire Brigade or other authority for attending at the Lot in response to the operation of a fire alarm by that owner or occupier or within his or her lot, except in the case of fire or other actual danger.

Special By-Law 20 – Smoke Alarm Batteries

The owner of a lot is responsible for the cost of repairs and replacement of batteries associated with the annual fire and safety inspection of smoke alarms within their lot and that as such cost arises it becomes due as a debt to the Owners Corporation and may be recovered accordingly.

Special By-Law 21 – Tiling

Scope of By-law

1. This by-law provides that any Owner of a lot, at the Owner's cost, may replace the kitchen, laundry & or foyer/living area tiles in their lot and on so much of the common property as is necessary.
2. For the purpose of this by-law, "tiles" mean the original kitchen laundry & or foyer/living area floor and/or wall tiles attached to any boundary wall within the lot installed at the time the strata plan was registered.
3. The Owner may only replace the tiles in accordance with the conditions provided in this by-law.

Conditions

4. The Owner must obtain the written approval from the executive committee for any replacement tiles.
5. The Owner must ensure that the tiles are compliant with the BCA standards applicable at the time of replacement of the kitchen tiles within their lot.
6. The Owner must ensure the replacement of the tiles is done by duly licensed insured contractor and is completed in a proper and workmanlike manner.
7. The Owner must ensure that the tiles are appropriately installed to prevent any water penetration into the lot and the Owner shall be responsible for any water penetration issues caused by the replacement of the tiles.
8. The Owner must ensure that the tiles are appropriately installed to prevent any noise transmission from one lot to another and the Owner shall be responsible for any rectification necessary to remedy noise.
9. The Owner must properly maintain and keep the tiles in a state of good and serviceable repair and/or replace the tiles if considered necessary by the Owners Corporation.

NB: the definition of necessary is intended in regards to the tiling function and or waterproofing failing causing third property damages and or noise to travel/emanate from one lot to another. The intent of the term to be "considered necessary" is not intended or applicable in the event the tiles are no longer aesthetically

pleasing or the current trend.

Liability and Indemnity

10. The Owner indemnifies the Owners Corporation against all loss and damage suffered by the Owner as a result of replacing the tiles including the repair and maintenance of the tiles and liability under section 65(6) of the Act in respect of repair of the common property attached to the tiles.
11. Any loss and damage suffered by the Owners Corporation as a result of replacing the tiles may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.
12. The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with section 238 of the Strata Schemes Management Act 1996.

Special By-Law 22 – Bathroom Renovations

Scope of By-law

1. This by-law provides that any owner of a lot in strata plan no.7776 (the “Owner”) may undertake Bathroom Renovations in their lot and on so much of the common property as is necessary subject to the conditions under this by-law.
2. “Bathroom Renovations” means the following additions or alterations undertaken by the Owner (at the Owner’s cost and to remain the Owner’s fixture) to any bathroom area within the Owner’s lot that affect the common property–
 - (a) Retiling and/or waterproofing the bathroom floors of the lot.
 - (b) Retiling and/or waterproofing the bathroom walls located on a common wall within the lot.
 - (c) Reallocation of any bathroom fixtures including hot water service units, showers, bathtubs, cisterns, taps, toilets and/or any other bathroom items affixed to the common property.
 - (d) Plumbing and/or any electrical works within the bathroom area of the lot.
 - (e) Installation of an exhaust or heat fan/ventilation system within the bathroom area of the lot.
3. Where any Bathroom Renovations covered under clause 2 of this by-law was undertaken by an Owner before this by-law was made then any provisions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those Bathroom Renovations.
4. The Owner must undertake and keep any Bathroom Renovations in accordance with the conditions provided under this by-law.

Conditions

5. The Owner must obtain written approval for any Bathroom Renovations from –
 - (a) the executive committee of the Owners Corporation;
 - (b) the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required); and
 - (c) any other relevant statutory authority whose requirements apply to Bathroom Renovations.
6. The Owner must submit to the Owners Corporation the following documents relating to any Bathroom Renovations prior to obtaining written approval from the executive committee of the Owners Corporation:
 - (a) plans and drawings;
 - (b) specifications of any alterations to the area;
 - (c) A copy of the contractor’s public liability certificate of currency (for each contractor engaged.);
 - (d) Details of the waste management plan resultant to the renovation.
 - (e) Any other documents reasonably required by the Owners Corporation.
7. The Owner must ensure that a duly licensed insured contractor undertake any Bathroom Renovations, and if any Bathroom Renovations involve plumbing and or electrical works that they are undertaken by a duly licensed insured plumber and or electrician.
8. Any Bathroom Renovations must be completed in a proper and workmanlike manner and must comply with the standards as set out in the Building Code of Australia (BCA) current at the time Bathroom Renovations are undertaken by the Owner.
9. The Owner Must provide the owners corporation a copy of the waterproofing certificate following the completion of any renovation/s or works that involve waterproofing

Maintenance and Costs

10. The Owner must properly maintain and keep the Bathroom Renovations in a state of good and

serviceable repair and must replace the Bathroom Renovations from time to time when required.

11. The Owner must properly maintain and keep the common property to which the Bathroom Renovations is attached or installed in a state of good and serviceable repair.
12. The maintenance of any Bathroom Renovations involving plumbing and or electrical works must be undertaken by a licensed plumber and or an electrician approved by the Owners Corporation or executive committee.
13. The maintenance, repair, replacement of any Bathroom Renovations will be at the cost of the Owner.

Liability and Indemnity

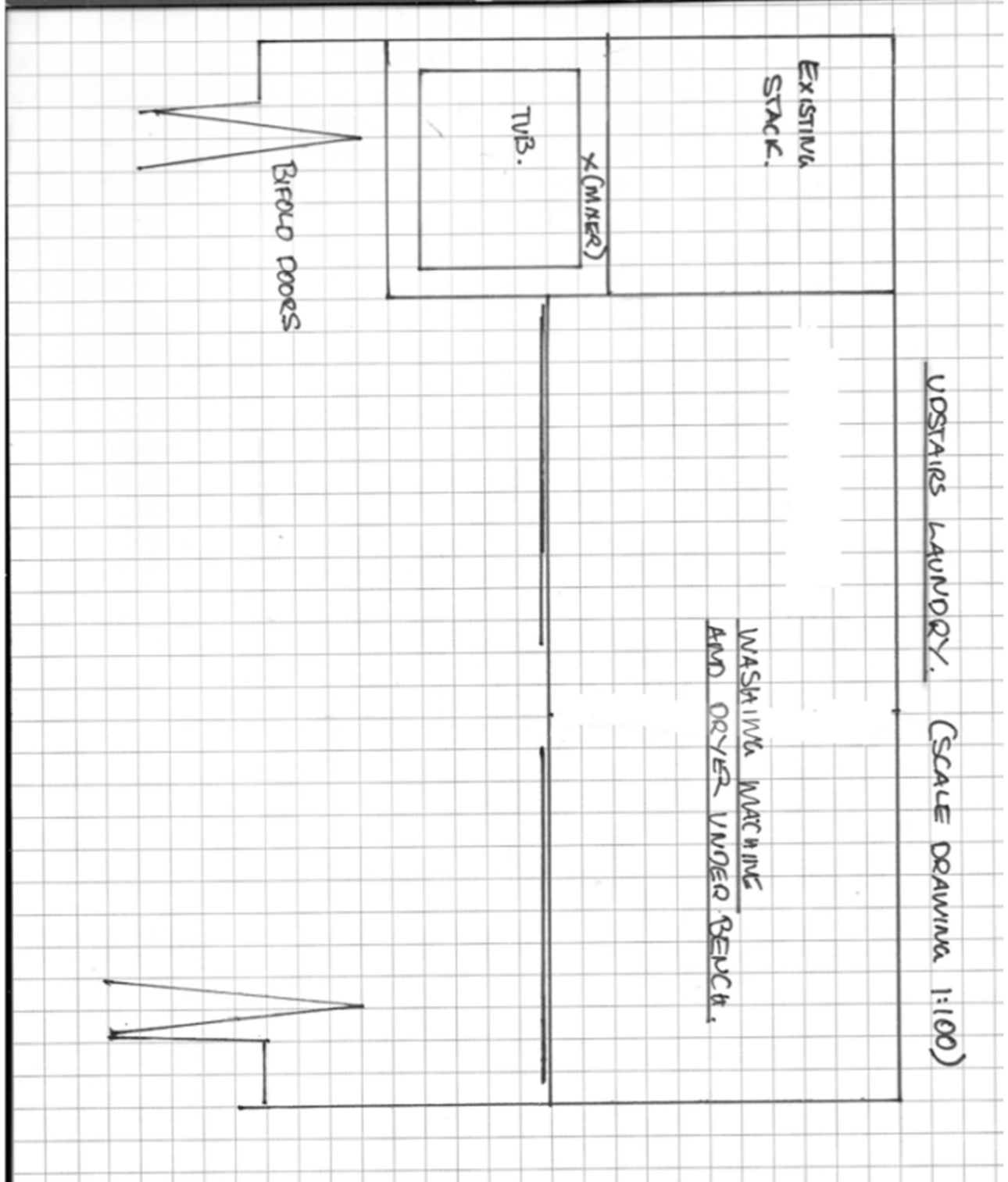
14. The Owner will be liable for any damage caused to any part of the common property if that damage is caused by the Owner's failure to repair and maintain the Bathroom Renovations in accordance with this by-law.
15. Where there is water leakage or ingress from the bathroom in the Owner's lot following any Bathroom Renovations, the Owner shall be responsible for the cost of any investigation and/or reports in respect of determining the cause of any water leakage or ingress to any other lot from the Owner's lot.
16. The Owner indemnifies the Owners Corporation against all loss and damage suffered as a result of installation, use, maintenance, repair and replacement of the Bathroom Renovations including liability under section 65(6) of the Act in respect of any property of the Owner.
17. Any loss and damage may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.
18. To the extent that section 62(3) of the Act is applicable, the Owners Corporation determines it is inappropriate to maintain, renew, replace or repair the Bathroom Renovations proposed under this by-law and the Bathroom Renovations will remain the Owner's fixture.

Right to remedy default

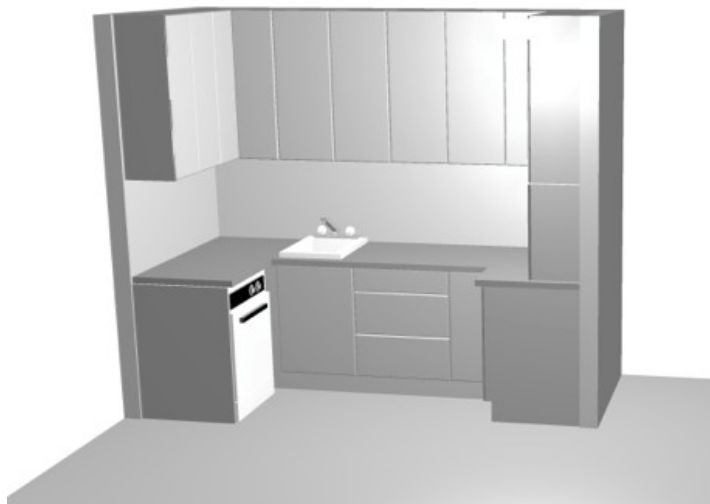
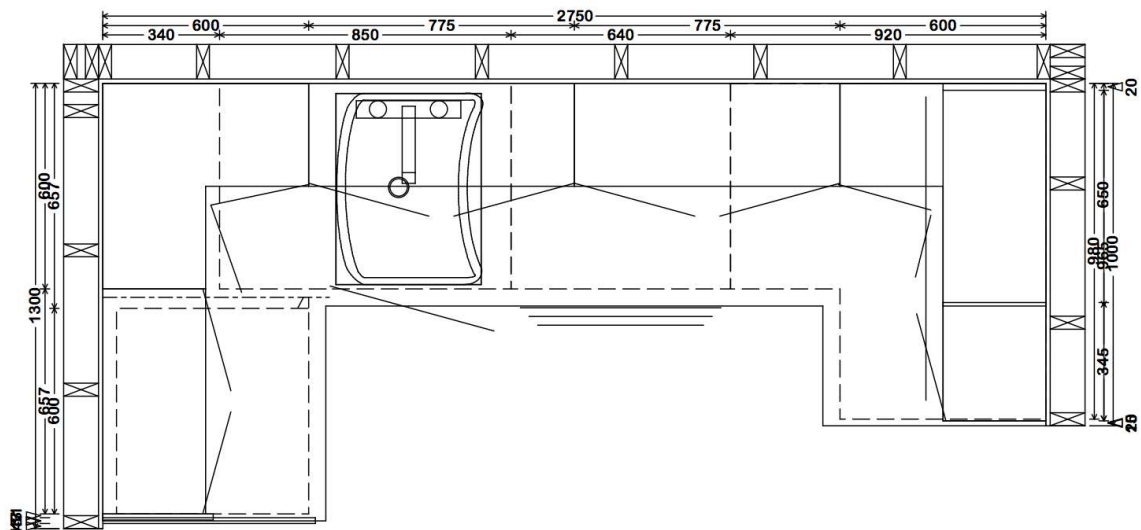
19. If Owners fail to comply with any obligations under this by-law, then the Owners Corporation may:
 - (a) Carry out all works necessary to perform that obligation;
 - (b) Enter into arrangement with third parties to carry out all works necessary to perform that obligation;
 - (c) Subject to s65 (4) of the Act, enter onto any part of the parcel to carry out that work; and
 - (d) Recover the costs of carrying out that work from the Owner as a debt due to the Owner Corporation.

Special By-Law 23 – Lot 156 Improvements

1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the Improvements to be made to the Owner's lot.
2. The *special privileges* conferred by this by-law are the rights to alter and use the common property by making Improvements that affect the common property.
3. "Owner" means the owner or owners of lot 156 from time to time of strata plan 77776.
4. "Improvements" means the alterations and additions undertaken by the Owner (at the Owner's cost and to remain the Owner's fixture) as detailed below –
 - (a) Removal of the bath from the main bathroom and installation of a shower recess in situ;
 - (b) Removal of the laundry from the area adjacent to the kitchen and relocation of same into the upstairs walk in cupboard adjacent to the main bathroom and cupboard off the walk in wardrobe in the main bedroom – this will require removal of part of the wall in the upstairs hall and installation of a bi-fold door and removal of the cupboard door in the main bedroom and replacement with a wall;



- (c) Extension of the kitchen into the former laundry area, including removal of the wall between the kitchen and the laundry area per drawing below;



- (d) Retiling of the kitchen
- (e) Tiling of hallway and living areas of the lot.
- 5. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.
- 6. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

Before making Improvements

- 7. The Owner must obtain written approval for the Improvements from the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required) and any other relevant statutory authority whose requirements apply to making the Improvements.
- 8. The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the making of the Improvements prior to commencing the Improvements.
- 9. The Owner must ensure that the Improvements comply with the standards as set out in the Building Code of Australia (BCA) current at the time the Improvements are being carried out by the Owner.

Carrying out the Improvements

- 10. When carrying out the Improvements, the Owner must:

- (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
 - (b) protect all areas of the building outside their lot from damage by making the Improvements or the transportation of construction materials, equipment, debris;
 - (c) keep all areas of the building outside their lot clean and tidy throughout the performance of making the Improvements;
 - (d) only make the Improvements at the times approved by the Owners Corporation;
 - (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - (f) remove all debris resulting from making the Improvements immediately from the building; and
 - (g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of making the Improvements
11. The Owner must ensure that the Improvements shall be done:
- (a) in a proper and workmanlike manner and by duly licensed insured contractors; and
 - (b) in accordance with the drawings and specifications approved by the Owners Corporation and local council (if relevant).

After completing the Improvements

12. The Owner must deliver to the Owners Corporation the following documents relating to the Improvements:
- (a) certification by an engineer nominated by the Owners Corporation as to the structural integrity of the Improvements and the building (if required); and
 - (b) any other document reasonably required by the Owners Corporation.

Repair and Maintenance

13. The Owner must, at the Owner's cost:
- (a) properly maintain and keep any common property to which the Improvements are erected or attached in a state of good and serviceable repair; and
 - (b) properly maintain and keep the Improvements in a state of good and serviceable repair and must replace the Improvements (or any part of them) as required from time to time.
14. If the Owner removes the Improvements or any part of the Improvements made under this by-law, the Owner must at the Owner's own cost, restore and reinstate the common property to its original condition.

Liability and Indemnity

15. The Owner indemnifies the Owners Corporation against –
- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Improvements;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Improvements;
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Improvements; and
 - (d) liability under section 65(6) of the *Strata Schemes Management Act 1996* in respect of repair of the common property attached to the Improvements.
16. Any loss and damage suffered by the Owners Corporation as a result of making the Improvements may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.
17. To the extent that section 62(3) of the *Strata Schemes Management Act 1996* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Improvements proposed under this by-law.

Breach of By-law

18. The Owners Corporation reserves the right to take action against the Owner to replace the Improvements or reinstate the common property affected by the Improvements to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.
19. The Owner must pay the reasonable costs of the Owners Corporation incidental to the making and registering of this by-law.
20. The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with section 238 of the Strata Schemes Management Act 1996.

Special By-law 24 – Special Privilege By-Law for Lot 160 Pergola

Operation of by-law

1. The owner under this by-law is the owner of lot.
2. In the event of an inconsistency between this by-law and any other by-law applicable to the strata scheme, the terms of this by-law shall prevail to the extent of that inconsistency.
3. The Owner has special privilege to keep the Pergola on the common property, subject to the terms of this by-law.

Definitions

Owners Corporation Strata Plan 77776

4. In this by law, unless the context otherwise requires:
 - a) Act means the Strata Schemes Management Act, 1996.
 - b) Pergola means the existing pergola structure installed on the Courtyard of the Lot and exclusively servicing the lot.
 - c) Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Strata scheme including the Council.
 - d) Lot means Lot 160 in strata scheme located at Unit 431, 4 The Crescent, Wentworth Point NSW 2127.
 - e) Owner means the owner or owners of the LOT.
 - f) Owners Corporation means the Owners Corporation of the Strata Scheme located at Unit 431, 4 The Crescent, Wentworth Point NSW 2127.
5. In this by-law, unless the context otherwise requires:
 - a) The singular includes the plural and visa versa;
 - b) Any gender includes the other gender;
 - c) Any terms in the by-law will have the same meaning as those defined in the Act;
 - d) References to legislation includes references to amending and replacing legislation;
 - e) Reference to the Owner in this by-Law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
 - f) Referencing to the pergola under this by-law include, where relevant ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

Conditions

6. The Owner:
 - a) Must not carry out any alterations or additions or do any works) other than works expressly approved under this by law);
 - b) Must properly maintain, upkeep and replace, if necessary the pergola;
 - c) Must ensure that the Pergola and its use does not contravene any statutory requirements of any authority;
 - d) Must maintain and upkeep those parts of the common property in immediate contact with and affected by the Pergola;

- e) Must comply with all directions, orders and requirements of any Authority relating to the Pergola and its use;
- f) Remains liable for any damage to lot or common property (including the Lot) arising out of the Pergola; and
- g) Indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Pergola.
- h) Lot Owner to provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law.

Costs

The costs associated with drafting and engrossing special privilege by law, registration and any additional general meeting charges will be at the expense of the lot owner.

- 7. 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 Lot to carry out that work; and
 - c) Recover the costs of carrying out that work from the defaulting Owner.
- 8. The Pergola will always remain the property of the Owner.
- 9. In the event that the Owner desires to remove the Pergola, the provisions of clause 6 will, where relevant, apply to that removal.

For the avoidance of doubt, this by-law operates to retrospectively authorise the Pergola, but does not authorise installation of any other structure.

Special By-Law 25 – Flooring (AS863117)

1. PART 1 - GRANT OF RIGHT

- 1.1 Notwithstanding anything contained in any by-law applicable to the scheme, the Owner has the special privilege (at the Owner's cost and to remain the Owner's fixture) to carry out the Works and exclusive use of the area in which the works are carried out subject to the terms and conditions contained in Part 3 of this by-law.

THIS BY-LAW TO PREVAIL

- 1.2 If there is any inconsistency between this by-law and any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.
- 1.3 This by-law does not permit hard wood flooring to be installed on any original tiles in the wet areas, which are bathrooms and laundry.
- 1.4 The hard surface flooring installed must meet fire regulations at the front of unit entry door.
- 1.5 Owner is required to present appropriate Fire Compliance certification from The Owners Corporation's incumbent fire contractor to certify that the unit entry door meet fire regulations before hard surface flooring is installed.

2. PART 2 - DEFINITIONS & INTERPRETATION

2.1 Definitions

In this by-law, unless the context otherwise requires or permits:

- (a) **Act** means the Strata Schemes Management Act 2015 (NSW).
- (b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
- (c) **Building** means the building situated at 4 The Crescent, Wentworth Point.
- (d) **Council** means Parramatta Council.
- (e) **Hard Surface Flooring** means any hard surface flooring including floating floors, timber floor boards, parquetry, natural or reconstituted stone or tiles.

- (f) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - (ii) insurance required under the Home Building Act, 1989 (NSW) (if any); and
 - (iii) workers' compensation insurance.
- (g) **Lot** means any lot in strata plan 77776
- (h) **Owner** means the owner(s) of the Lot.
- (i) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 77776.
- (j) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owners' installation, repair, maintenance and replacement (if necessary), of Hard Surface Flooring together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the provisions of this by-law.

2.2 Interpretation

In this by-law, unless the context otherwise requires:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (f) references to any Works under this by-law include, where relevant, all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

3. PART 3 – CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- (a) provide the following information to the Owners Corporation in respect of the proposed installation:
 - (i) a diagram depicting the location of all parts of the Works; and
 - (ii) the manufacturer or supplier's brochure setting out the specifications of the Works;
- (b) obtain written approval (based on the information provided in paragraph 3.1(a) above) for the location, type, size, and material of the Works from the Owners Corporation, such approval to consider the conditions and restrictions of this by-law and not to be unreasonably withheld, and, in this regard, the executive committee is expressly authorised to give such approval;
- (c) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (d) effect and maintain Insurance and provide a copy to the Owners Corporation; and
- (e) allow the Owners Corporation, by its nominated representatives (which may include its engaged building manager), to inspect the both the acoustic underlay and proposed Hard Surface Flooring to be installed to confirm that these products will comply with the terms of this by-law.

3.2 Compliant Works

To be compliant under this by-law, Works so approved must:

- (a) be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;
- (b) be insulated with soundproofing underlay as specified in clause 3.2(c) below and shall not have a weighted standardised impact sound pressure level $L'_{nT,w}$ not exceeding 45 when measured in situ in accordance with Australian Standard AS ISO 140-7 "AS ISO 140.7-2006 Field measurements of impact sound insulation of floors" and rated to AS ISO 717.2-2004 "Acoustics- Rating of sound

- insulation in buildings and of building elements. Part 2: Impact sound insulation;
- (c) only include soundproofing acoustic underlay with the following specifications:
 - (i) the product of underlay must be:
 - (A) AngelStep Gold8;
 - (B) Regupol 5512; or
 - (C) Regupol 6010; or
 - (ii) in the event that the acoustic underlay products specified in clause 3.2(c)(i) are no longer available on the market, an acoustic underlay that exceeds the expected sound isolation performance of the products specified at clause 3.2(c)(i) above;
- (d) where the Works will involve the installation of timber flooring, such timber flooring will be no less than 8mm in thickness; and
- (e) be manufactured and designed to specifications for domestic use.

3.3 During installation of the Works

During the process of the installation of the Works, the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the installation;
- (b) ensure the installation is conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards and the requirements of any Authority including any fire safety regulations;
- (c) ensure the installation is carried out expeditiously and with a minimum of disruption to other Lot Owners, occupiers or adjoining property owners;
- (d) ensure that any electricity or other services required to install the Hard Surface Flooring are installed so they are connected to the Lot's electricity;
- (e) carry out the installation between the hours of 8:30am and 5:30pm Mondays – Fridays or at such other times reasonably approved by the Owners Corporation;
- (f) perform the installation within a period of one (1) month from its commencement or such other period of time as may be approved by the Owners Corporation;
- (g) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
- (h) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- (i) ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and in this event the Owner must rectify that interference or damage within a reasonable period of time;
- (j) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- (k) not vary the approved installation without first obtaining the consent in writing from the Owners Corporation.

3.4 After installation of the Works

- (a) After the installation of the Works is completed, the Owner must without unreasonable delay:
 - (i) notify the Owners Corporation that the installation of the Works has been completed;
 - (ii) notify the Owners Corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
 - (iii) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the installation;
 - (iv) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-

- law; and
 - (v) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law.
- (b) The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs 3.4(a)(i) to 3.4(a)(v) immediately above have been complied with.

3.5 Enduring rights and obligations

The Owner must:

- (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- (b) not vary the works (except as expressly contemplated by this by-law) without the approval of the Owners Corporation;
- (c) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (d) properly maintain and upkeep those parts of the common property in contact with the Works;
- (e) use reasonable endeavours to cause as little disruption as possible when using the Hard Surface Flooring and must take all reasonable daily measures to inhibit the transmission of noise to another Lot such as:
 - (i) the removal of shoes likely to transmit noise;
 - (ii) preventing or minimising vibrations emitted from the use of stereos, televisions, furniture or machinery; and
 - (iii) preventing or minimising any other noise likely to cause a nuisance to another Lot Owner or occupier as a result of use of the Lot
- (f) remain liable for any damage to lot or common property arising out of or in connection with the Works (or their use) and will make good that damage immediately after it has occurred;
- (g) comply with all directions, orders and requirements of any Authority relating to the use of the Works;
- (h) ensure the Hard Surface Flooring does not cause water to escape or water penetration to lot or common property (including the Lot); and
- (i) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use.

3.6 Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) recover the costs of such work from the Owner as a debt due; and
- (c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order.

3.7 Ownership of Works

The Works will always remain the property of the Owner.

3.8 Applicability

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

Special By-Law 26 – Air-Conditioning Units (AS863117)

PART 1

PREAMBLE

1.1 The purpose of this by-law is to:

- (a) provide a programme for the installation of Air-Conditioning Units to a lot and to regulate their

- (b) maintenance, repair and replacement; and
- (b) subject to the conditions under Part 3, delegate the function of approving an application made by an owner under this by-law to the strata committee

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

In this by-law, unless the context otherwise requires:

- (a) **Act** means the *Strata Schemes Management Act 2015* as amended from time to time.
- (b) **Air-Conditioning Unit** means a reverse cycle split system, split system or ducted air conditioning system to replace the Existing Air-Conditioning System in whole or part and all works incidental thereto.
- (c) **Authority** means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but limited to the local council, a court or a tribunal.
- (d) **Building** means the building situated at 'Valencia', 4 The Crescent, Wentworth Point in the State of New South Wales.
- (e) **Existing Air-Conditioning System** means the ducted existing air-conditioning currently servicing the respective Lot.
- (f) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$20,000,000;
 - (ii) insurance required under the *Home Building Act 1989* (if any); and
 - (iii) workers' compensation insurance.
- (g) **Lot** means any lot in strata plan 77776.
- (h) **Works** means the works to the Lot and common property to be carried out for and in connection with the respective owners' installation, repair, maintenance and replacement (if necessary), of an Air-Conditioning Unit or part thereof together with the restoration of the Lot and common property damaged by the works and all of which are to be conducted strictly in accordance with the provisions of this by-law.

2.2 Interpretation

In this by-law, unless the context otherwise requires or permits:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) a reference to the owners corporation includes the building manager, strata managing agent, any member of the strata committee or any person authorised by the owners corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the owner includes that owner's invitees, executors, administrators, successors, permitted assigns or transferees;
- (g) to the extent of any inconsistency between the by-laws applicable to Strata Plan No 77776 and this by-law, the provisions of this by-law shall prevail; and
- (h) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

PART 3

CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the owner shall:

- (a) make an application to the strata committee in respect of the proposed installation. The application shall contain:
 - (i) a diagram depicting the location of all parts of the Works;
 - (ii) a certificate from a qualified waterproofing expert confirming the Works do not compromise the existing waterproofing, impact upon or direct run-off onto another Lot;
 - (iii) a drainage diagram further certifying point 3.1(a)(ii) above.
 - (iv) if a new compressor is installed, a certificate from a qualified acoustic engineer confirming the Works do not exceed 45dB(A) during the day and 35dB(A) at night (or such other

- acceptable sound rating communicated to the owner making the application by an Authority or the owners corporation);
 - (v) the manufacturer or supplier's brochure setting out the specifications of the Works;
 - (vi) intended commencement and completion dates for the Works;
 - (vii) a copy of the licence details and certification of the contractor(s) engaged by the owner to carry out the Works;
 - (viii) sufficient information for the strata committee to be satisfied that:
 - i) the outside ducting of the Works does not compromise the appearance of the Building; and
 - ii) if a ducted Air Conditioning System is being installed, that the Works will not involve any structural or other alteration that would require consent from an Authority,
 - (b) obtain written approval for the strata committee (based on the information provided in paragraph (a) above) for the location, type, size, sound and energy rating of the Works from the strata committee, such approval to consider the conditions and restrictions of this by-law and not to be unreasonably withheld; and
 - (c) effect and maintain Insurance and provide a copy to the strata committee.
- 3.2** The strata committee may approve an application referred to in the preceding clause by resolution at a strata committee meeting and, if it so desires, subject to the reasonable condition of the owner submitting the application being responsible for the ongoing repair and replacement of the common property affected by the Works.
- 3.3** At least 48 hours prior to the commencement of the Works, the owner shall arrange with the strata committee:
- (a) suitable times and method for the owner's contractor to access the Building; and
 - (b) suitable times and method for the parking of vehicles by the owner's contractor whilst the Works are being carried out.
- 3.4 Compliant Works**
To be compliant under this by-law, Works so approved must:
- (a) be approved by the strata committee in the manner set out in clause 3.2;
 - (b) be in keeping with and not detract from the appearance and amenity of the Building in the opinion of the owners corporation;
 - (c) utilize features of the Existing Air-Conditioning System that remain functional where possible;
 - (d) attach ducting along walls (where possible and insofar as the drainage capacity of the Works is not adversely impacted);
 - (e) conceal piping, drainage and other services from sight (where possible and insofar as the drainage capacity of the Works is not adversely impacted);
 - (f) if a new compressor is installed, the compressor must:
 - (i) be installed in the same location as the compressor for the Existing Air-Conditioning System (with the compressor for the Existing Air-Conditioning System disposed of by the owner);
 - (ii) be mounted on vibration pads so to minimise noise and vibration; and
 - (iii) not exceed 45dB(A) during the day and 35dB(A) at night or such other acceptable sound rating as may be specified by an Authority or the owners corporation from time to time;
 - (g) if a split-system Air Conditioning Unit is installed, the Works must install the compressor and condenser with services connected between them (and the condenser for the Existing Air Conditioning System disposed of);
 - (h) not be installed through or attached to windows;
 - (i) run services from the inside to the outside of the Lot (and vice versa) via the existing hole used by the Existing Air-Conditioning System for that purpose;
 - (j) not involve the drilling of any holes beyond the hole referred to in the preceding clause; and
 - (k) be manufactured, designed and installed to specifications for residential use.
 - (l) Owners are able to drill additional holes in the external wall to allow the installation of a new air conditioning unit, subject to approval by the Strata Committee. All pipe work is required to be covered in ducting that matches the external finish of the building.
- 3.5 During installation of the Works**
During the process of the installation of the Works, the owner must:
- (a) use duly licensed employees, contractors or agents to conduct the installation;
 - (b) ensure the installation is conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards and the requirements of any Authority including any fire safety regulations;
 - (c) ensure the installation is carried out expeditiously and with a minimum of disruption to other owners, occupiers or adjoining property owners;
 - (d) ensure that any electricity or other services required to install and operate the works are installed

- so they are connected to the Lot's electricity or appropriate supply;
- (e) carry out the installation between the hours of 7:00am and 5:30pm Mondays – Fridays or between 8:30am and 12 midday on Saturday or at such other times reasonably approved by the owners corporation;
- (f) perform the installation within a period of one (1) month from its commencement or such other period of time as may be approved by the owners corporation;
- (g) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the owners corporation;
- (h) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- (i) if a split-system Air Conditioning Unit is being installed, the redundant elements of the Existing Air-Conditioning System are to be removed or isolated by a qualified electrician, and any consequential damage to the common property repaired to its original condition;
- (j) ensure that the works do not interfere with or damage the common property or the property of any other owner other than as approved in this by-law and in this event the owner must rectify that interference or damage within a reasonable period of time;
- (k) provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and
- (l) not vary the approved installation without first obtaining the consent in writing from the owners corporation.

3.6 After installation of the Works

3.6.1 After the installation of the Works is completed, the owner must without unreasonable delay:

- (a) notify the owners corporation that the installation of the Works has been completed;
- (b) notify the owners corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
- (c) if required, provide the owners corporation with a copy of any certificate or certification required by an Authority to approve the installation;
- (d) provide (if requested) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- (e) provide the owners corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the owners corporation to assess compliance with this by-law or any consents provided under this by-law; and
- (f) provide, (if requested) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the works have been completed satisfactorily and in accordance with this by-law.

3.7 Enduring rights and obligations

The owner must:

- (a) not vary the works (except as expressly contemplated by this by-law) without the approval of the owners corporation;
- (b) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (c) properly maintain and upkeep those parts of the common property in contact with the Works;
- (d) use reasonable endeavours to cause as little disruption as possible when using the Air-Conditioning Unit;
- (e) remain liable for any damage to lot or common property arising out of or in connection with the Works (or their use) and will make good that damage immediately after it has occurred;
- (f) comply with all directions, orders and requirements of any Authority relating to the use of the Works;
- (g) comply with the sound rather criteria specified in paragraph 3.4(f)(iii);
- (h) ensure the Air-Conditioning Unit does not cause water escape or water penetration to any lot or common property (including the Lot); and
- (i) indemnify and keep indemnified the owners corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use.

3.8 Failure to comply with this by-law

If the owner fails to comply with any obligation under this by-law the owners corporation may:

- (a) request, in writing, that the owner complies with the terms of the by-law and the owner must take all reasonable steps to comply with the owners corporation's request;
- (b) by its agents, employees, or contractors, carry out all work reasonably necessary to uphold that obligation (including potential removal of the Works) if the owner has not remedied the breach

and notified the owners corporation accordingly within 30 days of the date of the request outlined in the preceding clause;

- (c) recover the costs of such work from the owner as a debt due; and
- (d) recover from the owner the amount of any fine or fee which may be charged to the owners corporation for the cost of any inspection, certification, or order.

3.9 Ownership of Works

The Works will always remain the property of the owner.

3.10 Applicability

In the event that the owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

Special By-Law 27 – Flexible Hoses (AQ2087W)

A by-law with respect to flexible hoses.

1 Flexible Hoses

1.1 Installed flexible hoses

- (a) An owner of a lot must ensure that any flexible hose installed or located within a lot is:
 - (i) fit for purpose;
 - (ii) properly maintained and kept in a state of good and serviceable repair (and must do any works necessary to effect the same);
 - (iii) used in accordance with and continues to comply with the requirements of any applicable law; and
 - (iv) kept in a condition free from hazards.
- (b) Without limiting (a), an owner of a lot must comply with their obligations under (a) so as to prevent water egress to the lot and/or common property from that flexible hose through means of leaking, dripping, burst, split, tear or the like.

1.2 Installation of new flexible hoses

- (a) An owner must not install a flexible hose unless that flexible hose is installed by a professional who is suitably qualified and licensed in the installation of flexible hoses.
- (b) An owner must not install a flexible hose unless that flexible hose is accompanied by a warranty of no less than five (5) years.
- (c) An owner that installs a flexible hose must obtain evidence of that warranty and provide the same to the owners corporation within 14 days of installation of the flexible hose.

1.3 Indemnity

If an owner keeps or installs a flexible hose in contravention of this by-law, the owner will indemnify the owners corporation immediately on demand for the amount of any loss or damage the owners corporation incurs or suffers arising from that flexible hose.

1.4 Acting through others

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

- (a) will not by reason only of so doing be released from that obligation, or release that right; and
- (b) is liable for the acts or omissions of those servants, agents, or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

1.5 Liability for occupiers and invitees

Except as otherwise provided herein:

- (a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors, or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.

- (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

1.6 Exercise of care, skill and compliance with law

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- (a) exercise due care and skill; and
- (b) do so in accordance with any applicable law.

1.7 Obligation to do work to remedy breach

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

- (a) comply with the obligation breached;
- (b) repair any damage caused to the property;
- (c) clean any rubbish, dirt, debris, or staining caused to the property;
- (d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and
- (e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 1.8 a reference to property includes the common property or personal property vested in the owners corporation.

1.8 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 1.8 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;
- (b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;
- (c) ensure that such work is done:
 - (i) in accordance with any applicable law and any other applicable requirement hereof; and
 - (ii) in a proper and workmanlike manner and exercising due care and skill.

Note. *If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.*

1.9 Power to carry out work and recover costs

Within the meaning of section 120 of the Strata Schemes Management Act 2015, if:

- (a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and
- (b) that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

1.10 Application of the Civil Liability Act 2002

- (a) Owners and occupiers of lots acknowledge and agree that:
 - (i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
 - (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

1.11 Recovery of amounts

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

- (a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and
- (b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:
 - (i) any interest payable; and
 - (ii) the expenses of the owners corporation incurred in recovering those amounts.

Note. *The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.*

1.12 Interpretation

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- (a) the terms “herein”, “hereunder”, “hereof” and “herewith” mean, respectively, in, under, of and with this by-law;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words “includes”, “including”, “such as”, “like”, “for example” or similar are used, they are to be read as if immediately followed by the words “without limitation”;
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a “person” hereunder, “person” does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Strata Schemes Management Act 2015 or Strata Schemes Development Act 2015 will have the same meaning.

1.13 Functions of the owners corporation

- (a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- (b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

1.14 Severability

- (a) To the extent that any term herein is inconsistent with the Strata Schemes Management Act 2015 or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

1.15 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided,

herein:

Approval means:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a certificate within the meaning of Division 6.3 of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 9.3, 9.4 or 9.5 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993; and

Authority means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of Schedule 5 clause 16 of the Environmental Planning and Assessment Act 1979.

Special By-Law 28 – Remove & Not Maintain Common Property

Resolved that the owners corporation **specially resolves** in accordance with Section 106(3) of the Strata Schemes Management Act 2015 (NSW) to determine that:

- a) It is inappropriate to maintain, renew, replace or repair the Property defined below; and
- b) Its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

In this motion, **Property** means:

[The removal of all electronic blinds along the Promenade in lots 151, 152, 153, 154, 155 & 156 of SP 77776]

Special By-Law 29 – Absolution of Maintenance

Absolution of maintenance

- (1) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme. The intent is that any fixture or fitting contained within the lot, whether specified in this by-law or not, and any appliance that only services one lot, whether specified in this bylaw or not, shall be deemed to be the maintenance responsibility of the lot owner by virtue of the owners corporation absolving its maintenance responsibilities for same pursuant to section 106(3) of the Act. Any item specified in this by-law that is afforded cover for damage due to an insurable event by the owners corporation's insurance policy will still be protected by that insurance.
- (2) The owners corporation specially resolves and has specially resolved in accordance with section 106(3) of the Strata Schemes Management Act 2015, and each owner accepts, that:
 - (a) it is inappropriate to maintain, renew, replace or repair any Fixtures; and
 - (b) its decision will not affect the safety of any building, structure or common property in the

strata scheme or detract from the appearance of any property in the strata scheme.

- (3) Each owner must properly maintain and keep in a state of good and serviceable repair their lot's Fixtures, including all common property forming part of or altered by those Fittings, and must renew or replace any relevant fixtures or fittings as and when necessary.
- (4) Each owner indemnifies the owners corporation in respect of any loss, damage, injury or cost, to the extent it is caused by or arising out of the Fittings servicing or contiguous to their lot.
- (5) Each owner must at his cost promptly make good any damage to the common property or any other lot in the strata scheme caused by or arising out of their lot's Fittings.
- (6) In this by-law Fixtures means any of the following servicing or contiguous to a particular lot, where they only service that one lot, and wherever located:
 - (a) all locking devices or mechanisms or door furniture fitted to any front, back or balcony door, window or other opening (including the mailbox lock) or garage door or any closing mechanism attached to a door on the boundary of any part of a lot within the strata scheme;
 - (b) all lights, light fittings, light switches, down lights and transformers that may be recessed in the ceiling, exhaust fans (including those recessed into the ceiling), ceiling fans, electrical sockets and wall plates;
 - (c) all flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner.

Special By-Law 30 - Recovery of Cost

Recovery of Cost

A. DEFINITIONS

In this by-law, the following terms are defined to mean:

"Lot" means the Owner's lot in Strata Scheme 77776

"Owner" means each of the owners for the time being of the lot.

Any term used in this by-law that appears in the ***Strata Schemes Management Act 2015*** ("Act"), has the same meaning as in the Act.

Headings are included for convenience only and do not affect the meaning of the clause

B. TERMS

In the event the Owners Corporation:

1. affects work to remedy damage to common property caused by an Owner or an Owner's occupier, visitors to the Owner's Lot or persons carrying out work on the Lot: or,
2. incurs service charges from the Strata Managing Agent, or any other third party service provider, arising from an Owner or an Owner's occupier or visitors to the Owners Lot not discharging responsibilities attributable to the Owner as a result of ownership of the Lot resulting in costs being invoiced to and paid by the Owners Corporation ("invoiced costs"), the Owners Corporation may:
3. Include the value of those invoiced costs in notices for that Owner's administrative fund or sinking fund contributions; and after having given that owner such notice of the invoiced costs,
4. Recover the invoiced costs as a debt, due and payable to the Owners Corporation and which, if unpaid within one month of being included in notices for the Owner's administrative or sinking fund contributions, will bear simple interest at the rate of ten percent (10%) per annum until paid.

Special By-Law 31 - Restricted Property (CCTV)(AS863117)

1 Restricted Property (CCTV)

1.1 Restricted Property

The common property identified in the table in Annexure A headed “Restricted Property” is restricted to the use of the person or persons identified in the corresponding column in the table in Annexure A headed “Persons Entitled to Use” (“**Authorised Users**”), subject to the conditions identified in the corresponding columns in the table in Annexure A headed “Conditions” and the remaining provisions of this by-law.

1.2 Building works

The Authorised Users must do any building works necessary to comply with their obligations, or exercise their rights hereunder.

1.3 Conditions applying to building works

Building works (and the supply of related products and services) that a person is permitted or required to put effect to under this by-law:

- (a) must be carried out in accordance with, comply with, and not cause the parcel to cease to be in compliance with any applicable law;
- (b) must be carried out in a proper and workmanlike manner with due care and diligence;
- (c) must cause a minimum of damage to the parcel and not adversely affect the structure or support of the parcel;
- (d) must not compromise the proper functioning or performance of any existing system or element of the parcel;
- (e) must not cause or amount to a nuisance or hazard to, or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots;
- (f) must have an appearance, once complete, in keeping with the appearance of the rest of the strata scheme; and
- (g) form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

2 Methods and procedures

2.1 Approvals

In relation to any right granted to a person hereunder, that person must:

- (a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;
- (b) provide a copy of any such Approvals to the owners corporation;
- (c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and
- (d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.2 Consents

On written demand of a person granted a right hereunder, the owners corporation must provide its consent as may be required by any Authority in connection with an exercise by that person of that right, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

2.3 Acting through others

Except as otherwise provided herein, a person may exercise a right granted to them

hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

- (a) will not by reason only of so doing be released from that obligation, or release that right; and
- (b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

2.4 Exercise of care, skill and compliance with law

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- (a) exercise due care and skill; and
- (b) do so in accordance with any applicable law.

3 Definitions and interpretation

3.1 Interpretation

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- (a) the terms “herein”, “hereunder”, “hereof” and “herewith” mean, respectively, in, under, of and with this by-law;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words “includes”, “including”, “such as”, “like”, “for example” or similar are used, they are to be read as if immediately followed by the words “without limitation”;
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a “person” hereunder, “person” does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Management Act or Development Act will have the same meaning.

3.2 Functions of the owners corporation

- (a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- (b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

3.3 Severability

- (a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

3.4 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Approval means:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 2A or Division 3 of Part 6 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authority means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

Community Association means the Community Association of deposited plan number 270320.

common property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

Management Act means the Strata Schemes Management Act 2015;

owners corporation means the owners corporation created on registration of the strata plan; and

strata scheme means the strata scheme to which this by-law applies.

Annexure A Restricted Property

Authorised Users	Restricted Property	Conditions
<i>Use of Common Property Power for CCTV Cameras</i>		
The Community Association	Those parts of the strata scheme, to the extent necessary, to connect to and use the common property power supply to run CCTV cameras on the Community Association's property.	The Authorised User: (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Restricted Property; (b) must renew and replace any fixtures or fittings comprised in the Restricted Property; (c) must ensure that the Restricted Property is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; (d) must ensure that the Restricted Property is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property; (e) will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection herewith; and The Authorised User may access the Restricted Property as reasonably required and at such hours as is reasonably required in connection herewith, subject to the prior agreement of the Owners Corporation, which is not to be unreasonably withheld. If the Authorised Owners fail to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the Authorised Owners. For the purposes of section 54 (7) (g) of the Community Land Management Act 1989, the Owners Corporation will not determine, impose or collect levies on the Authorised Users.

Special By-Law 32 – Parking (AS863117)

1. No Parking on Common Property by Owners and Occupiers Without Approval

An owner or occupier of a lot must not park or stand any motor or other vehicle ("**vehicle**") on the common property, including the visitor parking spaces, except with the prior written approval of the owners corporation.

2. No Parking on Common Property by Tenants to be Permitted by Owners Without Approval

An owner of a lot must:

- (a) not allow any occupiers of the owner's lot, including the owner's lessees or tenants, to park or stand any vehicle on the common property except with the prior written approval of the owners corporation, and
- (b) take all reasonable steps to ensure that any occupiers of the owner's lot, including the owner's lessees or tenants, do not park or stand any vehicle on the common property except with the prior written approval of the owners corporation.

3. No Parking on Common Property by Visitors to be Permitted by Owners or Occupiers Except in Visitor Parking Spaces

An owner or occupier of a lot must:

- (a) not allow any visitors or invitees of the owner or occupier, including any tradespeople, to park or stand any vehicle on the common property except in a visitor parking space,
- (b) take all reasonable steps to ensure that any visitors or invitees of the owner or occupier, including any tradespeople, do not park or stand any vehicle on the common property except in a visitor parking space.

4. No Parking on Common Property by Outsiders

An owner or occupier of a lot must not allow any person who is not visiting the parcel to park or stand a vehicle on the common property, including the visitor parking spaces.

5. No Parking in Another Parking Space

An owner or occupier of a lot must not park or stand any vehicle in a parking space that is or forms part of another lot without the written approval of the owner or occupier of that parking space.

6. Breach of By-Law - No Parking Notices

- (a) In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by-law, the owners corporation may:
 - (i) give the owner or occupier in breach a notice, or place a notice on the offending vehicle, requesting the removal of the offending vehicle, advising of the terms of this by-law and the consequences of the breach ("removal notice"),
 - (ii) issue more than one removal notice throughout the duration of the breach of this by-law (but it must not act unreasonably when doing so), and
 - (iii) recover as a debt from the owner or occupier in breach of this by-law:
 - (A) the sum of \$165.00 (including GST), or such other amount as may be determined from time to time by the strata committee ("administrative cost"), being a genuine pre-estimate of the administrative costs incurred by the owners corporation in issuing the removal notice, and
 - (B) the expenses incurred by the owners corporation recovering the administrative cost including legal costs and disbursements on an indemnity basis ("recovery costs").
- (b) For the avoidance of doubt, if the owners corporation issues more than one removal

notice throughout the duration of a breach of this by-law it may recover as a debt from the owner or occupier in breach of this by-law the administrative cost multiplied by the number of notices it issues.

7. Breach of By-Law - Recovery of Expenses

- 7.1 In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by-law, the owners corporation may:
- (a) rectify the breach, and/or
 - (b) to the extent permitted by law, recover from the owner or occupier as a debt:
 - (i) the expenses incurred by the owners corporation arising out of or caused by the breach, including expenses incurred rectifying or attempting to rectify, restrain or prevent the breach ("**breach expenses**"); and
 - (ii) the expenses incurred by the owners corporation recovering the breach expenses including legal costs and disbursements on an indemnity basis ("**recovery expenses**").
 - (c) charge interest (at the same rate that applies to overdue contributions under section 85 of the *Strata Schemes Management Act 2015*) on any amounts it may recover as a debt pursuant to this by-law if any such amounts are not paid at the end of one month after they become due and payable;
- 7.2 For the purpose of this by-law, any administrative cost, recovery costs, breach expenses and recovery expenses become due and payable by the owner or occupier concerned at the same time as the owners corporation incurs those costs or expenses.
- 7.3 Nothing in this clause limits the rights of or the remedies available to the owners corporation on a breach of this by-law.

8. Mode of Recovery of Expenses, Interest, etc

In the case of an owner of a lot, the owners corporation may include reference to any administrative cost, recovery costs, breach expenses or recovery expenses for which that owner is liable on:

- (a) the owner's account with the owners corporation;
- (b) levy notices given to that owner; and
- (c) certificates issued under section 184 of the *Strata Schemes Management Act 2015* in respect of the owner's lot;

for the purpose of recovering any of those amounts from the owner as a debt.

9. Inconsistencies

To the extent that any provision in this by-law is inconsistent with any other by-law, the provision in this bylaw will prevail to the extent of the inconsistency.

Schedule 2 Addition of Special By-Law 33

Special By-Law 33- Use of the automated external defibrillator

(a). Permitted Use and Behaviour

- (i). An owner or occupier of a lot, or any visitor to the parcel, may use the Automated External Defibrillator for the purpose of assisting a person suffering from, or believed to be suffering from, sudden cardiac arrest.
- (ii). An individual who uses the Automated External Defibrillator must:
 - (A). do so strictly in accordance with the instructions and guidelines contained with the Automated External Defibrillator; and
 - (B). take reasonable care when using the Automated External Defibrillator.

(b). Indemnity

An owner or occupier of a lot, or any visitor to the parcel, who uses the Automated External Defibrillator must indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability incurred by or brought against the owners corporation as a result of that individual's use of, or in connection with, the Automated External Defibrillator, except to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligent act or omission of the owners corporation or of its agents, employees or contractors.

(c) Signage

The owners corporation may erect a sign on the common property to the following effect:

Automated External Defibrillator

In consideration of the owners corporation allowing you to use the Automated External Defibrillator you agree to:

- 1. do so strictly in accordance with the instructions and guidelines contained with the Automated External Defibrillator;*
- 2. take reasonable care when using the Automated External Defibrillator to avoid risks of injury in connection with such use; and*
- 3. indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability incurred by or brought against the owners corporation caused by the use of, or in connection with, the Automated External Defibrillator, except to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligent act or omission of the owners corporation or of its agents, employees or contractors.*

If you accept this offer to use the Automated External Defibrillator these terms form a contract between you and the owners corporation of this property.

By using the Automated External Defibrillator you accept this offer on its terms. If you do not accept this offer you must not use the Automated External Defibrillator.

(d). Interpretation

Unless the context otherwise requires:

- (i) The terms of this by-law are to be read and interpreted in accordance with the Interpretation Act 1987 as if this by-law was an "instrument" within the meaning of that Act.

- (ii) Terms used in this by-law that are defined in the Management Act have the same meaning.
- (iii) A reference in this by-law to legislation includes a reference to:
 - (A) all regulations, rules or statutory instruments made under or for the purposes of that legislation from time to time;
 - (B) that legislation as it may be amended from time to time; and
 - (C) any legislation which substantially replaces or re-enacts that legislation.

(e) Definitions

Unless the context otherwise requires, in this by-law:

Automated External Defibrillator means a battery powered device used to apply an electric shock through the chest of a person to the heart when it detects an abnormal rhythm, located on the common property, including all componentry, cabinetry, and tracking technology associated with such a device; and

Management Act means the Strata Schemes Management Act 2015