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THE FOLLOWING PAGES COMPRISE THE ANNEXURE TO THE BY-LAW

ANNEXURE 'A'

STRATA SCHEME NO 51487

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

Strata Plan 51487

197-199 Castlereagh Street, SYDNEY NSW

Consolidated Set of By-Laws

SCHEDULE 2 – BY-LAWS FOR PRE-1996 STRATA SCHEMES

18. NOTICE BOARD

An owners corporation must cause a notice board to be affixed to some part of the common property.

Note : This by-law was previously by-law 3 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 3 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

SPECIAL BY-LAW 1 – INTERPRETATION (As to dealing no. AF505121 Amended)

Note: This by-law is an amendment to the original Special By-Law No. 1.

Interpretation

1.1 *In special by-laws 1 to 25, unless a contrary intention appears:*

"Act" means the Strata Schemes Management Act, 1996 (NSW).

"Agreement" means an agreement appointing the Management Company.

"Building" means the building constructed within the parcel.

"Council" means the body responsible from time to time for provision of a garbage service to the Building.

"Function" includes a power, authority or duty.

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

"Managing Agent" means the person appointed by the body corporate as its managing agent and, if no person is for the time being so appointed, the secretary of the body corporate.

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

1.2 *In these special by-laws, unless the context otherwise requires:*

(a) headings are for convenience only and do not affect the interpretation of the by-laws;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency;

- (e) a reference to any thing includes a part of that thing;
- (f) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances of by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute; and

SPECIAL BY-LAW 2 - BEHAVIOUR BY PROPRIETORS AND OCCUPIERS

Note: This by-law is an amendment to the amended Special By-Law No. 2

2.1 A proprietor or occupier of a lot must not:

- (a) create any noise or change any floor finishes or coverings likely to increase the transmission of noise from the lot to another lot or common property or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property; or
- (b) alter the form or covering of the floor space within a lot in a manner which increases the transmission of noise from that lot to a level likely to disturb the peaceful enjoyment of the proprietor or occupier of another lot; or
- (c) obstruct lawful use of common property by any person,

2.2 A proprietor or occupier of a lot when on common property or on any part of a lot so as to be visible or audible from another lot or from common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using common property.

2.3 A proprietor or occupier of a lot must not permit any child under the control of that proprietor or occupier to play on any area of common property or unless accompanied by an adult remain on any area of common property comprising a car parking area or other area of possible danger or hazard to children. For the purposes of this by-law, child/children means a child or children aged under sixteen (16) years of age.

2.4 A proprietor or occupier must not smoke cigarettes, cigars, pipes, e-cigarette, vaping and similar appliances while on the common property.

2.5 A proprietor or occupier carrying out any work permitted under these by-laws to the building or a service contained in it;

- (a) must use qualified reputable and where appropriate licensed contractors approved by the body corporate;
- (b) ensure that the work is carried out in accordance with the requirements promulgated from time to time by the body corporate; and
- (c) obtain the prior consent of any necessary Governmental Agency.

Explanatory Notes: Clause 2.4 Amended - A proprietor or occupier must not smoke cigarettes, cigars, pipes, e-cigarette, vaping and similar appliances while on the common property.

SPECIAL BY-LAW NO 3 - COMPLIANCE WITH BY-LAWS (As to dealing no. 0849560)

3.1 A proprietor or occupier of a lot must take all reasonable steps to ensure that invitees of the proprietor or occupier comply with these by-laws. If an invitee does not comply with these by-laws the proprietor or occupier must take all reasonable steps to ensure that the invitee immediately leaves the parcel.

3.2 A proprietor of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot and any invitee of that lessee or occupier complies with these by-laws.

3.3 A proprietor or occupier of a lot must use reasonable care when admitting invitees to the parcel and must not allow them to remain on the common property unsupervised except to the extent reasonably necessary for the ingress and egress of the invitee.

SPECIAL BY-LAW 4 - COMPLIANCE WITH LAWS (As to dealing No. 0849560)

4.1 A proprietor or occupier of a lot must at the proprietor's or occupier's own expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any Governmental Agency.

4.2 A proprietor or occupier of a lot must not use the lot for any purpose that may impugn the good reputation of the strata scheme.

SPECIAL BY-LAW 5 - CONDITION OF A LOT (As to dealing no. 0849560)

A proprietor or occupier of a lot must keep the lot, including all glass in windows and all doors on the boundary of a lot and so much of such windows and doors as is common property which are safely accessible to that proprietor or occupier), clean and in good repair.

SPECIAL BY-LAW 6 - USE AND APPEARANCE OF A LOT (As to dealing no. 0849560)

6.1 A proprietor or occupier of a lot must not, without prior written consent of the body corporate, maintain inside the lot anything visible from outside the lot that when viewed from outside the lot is not in keeping with the rest of the Building, including, without limitation, blinds or curtains of a type or colour not approved by the body corporate.

6.2 A proprietor or occupier of a lot must not install on the exterior of any windows or doors of a lot any bars, screens, grilles, locks or other safety devices of a type, colour and design not approved by the body corporate,

6.3 A proprietor or occupier of a lot must not;

- (a) operate or permit to be operated on the parcel any device or electronic equipment which interferes with any domestic appliance lawfully in use on the common property, another lot or another part of the Building;
- (b) without the prior written consent of the body corporate, attach to or hang from the exterior of the parcel any aerial or any security device or wires; and
- (c) install or operate any intruder alarm which emits an audible signal.

6.4 A proprietor or occupier of a lot may install and keep planter boxes, occasional furniture, landscaping or other outdoor recreational equipment on a courtyard or balcony

- (a) of a type and for a purpose approved from time to time by the body corporate;

- (b) if the equipment does not endanger the structural integrity of the Building or the safety of any person in the Building; and
- (c) on condition (which condition is deemed to be accepted by each proprietor or occupier) that the relevant proprietor or occupier removes and stores the equipment (at that proprietor's or occupier's cost) while ever the body corporate reasonably requires removal of the equipment to discharge a duty or function imposed on it,

6.5 A proprietor or occupier of a lot must not place outside the external door of the lot (giving access to the internal walkways within the Building) any door mats of a type that are not approved by the body corporate.

6.6 A proprietor or occupier of a lot must not affix or install deadlocks, door chimes, peep holes and deadbolts of a type not approved by the body corporat

6.7 A proprietor or occupier of a lot must not use the lot or any part of it so as to cause a nuisance or hazard or for any illegal purpose.

6.8 A proprietor or occupier of a lot must not hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the Building or from common property or from another Lot.

SPECIAL BY-LAW 7 - DAMAGE TO COMMON PROPERTY (As to dealing no. AF505121 AMENDED)

Note: This by-law is an amendment to the original Special By-Law No. 7.

7.1 A proprietor or occupier of a lot must not do or permit anything including, without limitation, bring or permit to be brought into the parcel any heavy article, which might cause structural damage to the Building.

7.2 Damage to common property **AMENDED (22/04/2010)**

1. Owners and/or occupiers of a lot, must not by themselves or otherwise, do or cause any damage to any structure which forms part of the common property, without the prior written approval of the owners corporation.
2. For the purposes of by-law 7.2 (1) the prohibition against damage shall extend to defacing, destroying, excavating, penetrating (whether by driving nails, screws, the like or otherwise), altering or removing, affixing to, painting, marking and/or soiling the common property.
3. An approval given by the owners corporation under by-law 7.2 (1) cannot authorise any additions to the common property.
4. Subject to Special By-law No 6.6, this by-law does not prevent an owner or person authorised by an owner from installing:
 - a. any locking or other safety device-for protection of the Owner's lot against intruders;
 - b. any screen or other device to prevent entry of animals or insects on the lot; and/or
 - c. any structure or device to prevent harm to children.
5. 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.
6. Despite section 62 of the Strata Schemes Management Act, 1996, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (4) that forms part of the common property and that services the lot.
7. If an owner or occupier breaches this by-law, the owners corporation may:
 - a. do all such acts and things and carry out all work to properly rectify that breach in a proper and workmanlike manner and in accordance with the

Building Code of Australia, all legislative requirements and applicable standards. For the avoidance of doubt such work includes any associated works required to be carried out, for example, certifications, inspections, re-waterproofing or the costs of an expert or tradesman's report or opinion or works to be carried out as recommended by them;

- b. recover the costs of such work from the Owner as a debt due
 - 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 from any regulatory authority; and
 - d. acting reasonably, commence legal action and recover from the Owner the professional costs incurred by the Owners Corporation in such legal action (including legal and strata management fees).
8. Defaulting Owners and occupiers of a lot, jointly and severally, indemnify and shall keep indemnified, defend and save harmless the Owners Corporation, from and against any and all liability including any costs or losses whatsoever, arising out of or in connection with the breach by any of them of this by-law including:
- a. any liability in respect of the property of the Owner and/or occupier;
 - b. the avoidance, voidability or prejudicing of any insurance policies
9. (including any home owners' warranty under the Home Building Act, 1989) held by the Owners Corporation or any insurer refusing to pay a claim under a policy of insurance held by the Owners Corporation (including any home owners' warranty under the Home Building Act, 1989);
- a. the amount of any increased or additional insurance premium payable by the Owners Corporation;
 - b. the cost of any works carried out by the Owners Corporation pursuant to by sub-clause (7)(a); and
 - c. the reasonable fees and charges for legal and strata management services incurred by the Owners Corporation for or in connection with the Owners Corporation:
 - (i) commencing legal action against an Owner or occupier provided that the Owners Corporation acts reasonably in the commencement of such legal action; or
 - (ii) defending legal action commenced against it by an Owner or occupier.

7.3 A proprietor or occupier of a lot must not damage any lawn, plant, tree or garden forming part of or situated on common property or use for the proprietor's or occupier's purpose as a garden any part of the common property.

7.4 This by-law does not prevent a proprietor or occupier from making minor alterations to the interior of common property structures enclosing the lot for the purposes of fitting out or refurbishing the lot provided the proprietor or occupier obtains any necessary consent or permit from the relevant Governmental Agency and complies with the requirements of the body corporate.

7.5 A proprietor or occupier of a lot used for commercial purposes may fitout or refurbish the lot only in accordance with the tenancy fitout manual maintained and as amended from time to time by the body corporate.

7.6 Notwithstanding section 62(1) and (2) of the Act, the proprietor of a lot must maintain and keep in a state of good and serviceable repair and renew and replace as may be necessary or otherwise as reasonably required by the body corporate, any installation that services the lot to which the written consent of the body corporate has been given under these by-laws.

SPECIAL BY-LAW 8 - MOVING OF CERTAIN ARTICLES (As to Dealing no. AF505121 AMENDED)

Note: This by-law is an amendment to the original Special By-Law No. 8.

8.1 A proprietor or occupier of a lot must not move

- a) any furniture; or
- b) any article likely to cause damage or obstruction

through common property without first notifying the Managing Agent. The notice must be given in sufficient time to enable the Managing Agent to arrange for a representative of the body corporate to be present, if it is considered necessary, and to arrange use of the goods lift.

8.2 A proprietor or occupier of a lot may only move an article likely to cause damage or obstruction through common property in accordance with directions of the Managing Agent including at such times as may be nominated by the Managing Agent.

8.3 Without limiting Special By-law 15.2, a proprietor or occupier must use only the goods lift (with protective wall blankets fitted) to transport furniture or goods referred to in this by-law.

8.4 No article may be moved under this by-law unless the owner or occupier has first paid to the owners corporation the bond, where so requested by the owners corporation or Managing Agent. For the purposes of this by-law, bond means the refundable bond in the amount of up to \$1 000.00 (or such other amount determined by the executive committee from time to time) payable to "The Owners- Strata Plan No. 51487". Within one (1) month of the transportation of the articles under this by-law, the owners corporation will refund the bond, or, the balance (if any) remaining after the owners corporation's costs have been deducted under this by-law including costs required as a result of any damage to the common property.

SPECIAL BY-LAW 9 - PREVENTION OF DAMAGE TO COMMON PROPERTY (As to dealing no. AF505121 Amended)

Note: This by-law is an amendment to the original Special By-Law No. 9.

9.1 A proprietor or occupier of a lot must not, without the prior written consent of the body corporate, interfere with common property or remove any article from the common property placed there by direction or authority of the body corporate and must use all reasonable endeavours to ensure that such items are used only for their intended use and not damaged.

9.2 A proprietor or occupier of a lot must not, without the authority of the Managing Agent, interfere with the operation of any equipment installed in the common property.

9.3 A proprietor or occupier of a lot must not modify any existing air conditioning unit, ventilation system or associated ducting (whether or not such air conditioning unit, ventilation system or associated ducting is contained wholly within a lot) without the prior written consent of the body corporate, which consent must not be unreasonably withheld.

SPECIAL BY-LAW NO 10 - SECURITY OF COMMON PROPERTY (As to dealing no. O849560)

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

SPECIAL BY-LAW NO 11 - NOTIFICATION OF DEFECTS (As to dealing no. AF505121 Amended)

Note: This by-law is an amendment to the original Special By-Law No. 11.

A proprietor or occupier of a lot must promptly notify the Managing Agent of any damage to or defect in the common property or any personal property vested in the body corporate.

SPECIAL BY-LAW NO 13 - RESTRICTED USE OF COMMON PROPERTY (As to dealing 0849560)

13.1 The council of the body corporate met take all reasonable steps to ensure the security of the parcel from intruders and to preserve the safety of the parcel from fire or other hazard and if it considers it necessary or desirable must, without limitation: -

- a) close off or restrict by means of Security Keys access to any part of the common property not required for access to a lot on either a temporary or a Permanent basis; or
- b) permit, to the exclusion of proprietors and occupiers, any designated part of the common property to be used by any security person as a means of monitoring the security of the parcel, either solely or in conjunction with any other parcel: or
- c) restrict by means of Security Key the access of proprietors and occupiers of one level of the Building to any other level of the Building.

13.2 The council of the body corporate may close off or restrict by means of Security Keys access to parts of the common property for the proper control and administration of those areas.

13.3 The council of the body corporate may make rules and regulations relating to ensuring the security of the parcel from intruders.

SPECIAL BY-LAW 14 - SECURITY SWIPE CARDS (As to dealing no. AF505121 Amended)

Note: This is a replacement of the original Special By-Law 14.

PART 1

PART 1 .1

GRANT OF RIGHT

1.1 Notwithstanding anything contained in the by-laws applicable to the scheme, in addition to the powers, authorities, duties and functions conferred or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the following additional powers, authorities, duties and functions:

- (a) the authority to issue security swipe cards to Owners and occupiers;
- (b) the power to charge for the issue and replacement of security swipe cards;
- (c) the power to vary the charge referred to in paragraph (b) above;
- (d) the power to apply the charges under this by-law as it sees fit;
- (e) the power to re-code security swipe cards in its absolute discretion;
- (f) the power to de-activate security swipe cards as and when required in its opinion upon service of twenty-one (21) days' notice including where a security swipe card has not been used for a period of twelve (12) months;
- (g) the power to demand payment of moneys due under this by-law from a defaulting Owner and recover this amount from the defaulting Owner as a debt; and
- (h) the power to include reference to such debt on notices under section 109 of the Act.

PART 1.2

THIS BY-LAW TO PREVAIL

1.2 If there is any inconsistency between this by-law and the applicable to the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

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, 1996 (NSW).
- (b) Building means the building situated at 197-199 Castlereagh Street Sydney NSW 2000.
- (c) Lot means any lot in strata plan 51487.
- (d) Owner means the owner of the Lot.
- (e) Owners Corporation means the owners corporation created by the registration of strata plan registration no. 51487.

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 the Act;
and
- (d) references to legislation include references to amending and replacing legislation.

PART 3

GENERAL

3.1 Holders of security swipe cards are responsible for their safekeeping.

3.2 Lost and damaged cards must be reported to the Owners Corporation and are subject to a replacement Fee.

3.3 Security swipe cards remain the property of the Owners Corporation at all times.

3.4 An Owner or occupier must not cause or permit the duplication of security swipe cards.

SPECIAL BY-LAW 15 – GARBAGE (As to dealing no. AF505121 AMENDED)

Note: This is an amendment of the original Special By-Law No. 15.

15.1 A proprietor or occupier of a lot must not deposit on the common property any garbage except in a receptacle or area specifically provided for that purpose.

15.2 A proprietor or occupier of a lot must dispose of garbage in the area designated for storage of garbage from that lot in the following manner:

- (a) glass and plastic bottles must be completely drained, cleaned and deposited in unbroken condition in the place designated for bottles;
- (b) all other recyclable materials (as may be specified by Council) are to be left in the areas designated by the council; and
- (c) all other garbage must be drained and securely wrapped in small parcels and deposited in the place designated for such garbage.

15.3 Despite any provision in this by-law, proprietors and occupiers of lots must comply with the requirements from time to time of the body corporate, the Council or any Governmental Agency regarding the separate items and disposal of putrescible and recycle waste.

15.4 The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with Council's requirements.

15.5 An owner or occupier must not dispose of hazardous substances anywhere on or about the lot or common property and shall dispose of or arrange for disposal of such items as may be directed by an authority and in a safe and environmentally friendly way. For the purposes of this clause, hazardous substances include any substances having hazardous characteristics or properties including ignitability, reactivity, corrosivity, toxicity or noxiousness including:

- (a) household solvents and glues;
- (b) garden chemicals (fertilisers, pesticides, herbicides);
- (c) automotive products (waste oil, petrol, diesel and brake fluid);
- (d) LPG and CNG cylinders;
- (e) any types of batteries (excluding those for domestic use);
- (f) mobile phones;
- (g) paint, or any containers of the above.

15.6 Any items which cannot fit into the garbage bins provided at the scheme (eg bedding, furniture, white goods) are considered by the owners corporation to be "large". Large items must not be disposed of or placed or allowed to remain anywhere on or about the common property. Owners and occupiers must make their own arrangements at their own cost for the collection and disposal of large items.

15.7 If any owner or occupier is found to be in breach of this by-law, then the owners corporation may:

- (a) carry out all work necessary to rectify that breach;
- (b) recover the costs of such work from the owner as a debt due (for example, cleaning or rubbish removal); and
- (c) recover from the owner the amount of any fine or fee as a debt due which may be charged to the owners corporation for the cost of any inspection or certification.

SPECIAL BY-LAW 16 - STORAGE OF FLAMMABLE LIQUIDS (As to dealing no. 0849560)

A proprietor or occupier of a lot must not use or store on a lot or on common property any flammable chemical, liquid, gas or other material, other than chemicals liquids or gases or other material used or intended to be used in connection with domestic purposes without the written consent of the body corporate, which may not be unreasonably withheld.

SPECIAL BY-LAW 17 - INSURANCE PREMIUMS (As to dealing no. 0849560)

17.1 A proprietor or occupier of a lot must not, without the prior written consent of the body corporate, do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the body corporate.

17.2 Any consent given by the body corporate under this special by-law may be given on conditions which include, without limitation, an obligation for the proprietor or

occupier of the lot to reimburse the body corporate for any increase in premium for an insurance policy effected by it.

SPECIAL BY-LAW 18 - SIGNS (As to dealing no. 0849560)

A proprietor or occupier of a lot must not, without the prior written consent of the body corporate, affix or exhibit any sign, lighted advertisement, name or notice to or on any part of the parcel unless it is inside the lot and not visible from outside the lot.

SPECIAL BY-LAW 19 - ANIMALS

- 1.1 Subject to section 139(5) of the *Strata Schemes Management Act 2015 (NSW)* ("Act") an owner or occupier of a lot must not, without the prior written approval of the owners' corporation, keep or bring an animal (except for a small caged bird or fish kept in a secure aquarium) onto their lot or the common property.
- 1.2 The owners' corporation must not unreasonably withhold its approval for the keeping or bringing of an animal onto a lot or the common property, and must give an owner or occupier written reasons for any refusal to grant approval.
- 1.3 An application by an owner or occupier of a lot to the owners' corporation to keep or bring an animal onto their lot or the common property must be made in a form approved by the strata committee from time to time.
- 1.4 If an application is made by the occupier of a lot to the owners' corporation to keep or bring an animal onto their lot or the common property, the occupier must provide to the owners' corporation at the time of the application written consent of the owner of the lot to the making of the application and keeping the animal on the lot.
- 1.5 If an owner or occupier of a lot is given written approval to keep or bring any animal onto their lot or the common property, the owner or occupier, as the case may be, must comply with the following conditions:
 - a) any reasonable conditions of approval given by the owners' corporation;
 - b) the animal, where possible, must be appropriately identified by a tag attached to the collar worn by the animal, a microchip, tattoo or other appropriate means;
 - c) the number of animals be limited to one animal per lot;
 - d) where the animal in question is a dog, the height of the dog at the shoulder be limited to 45cms;
 - e) keep the animal in compliance with the *Companion Animals Act 1988 (NSW)* (where applicable);
 - f) When traversing the common property, animals must be on a lead at all times or carried whether in a handled enclosure or otherwise.
 - g) ensure the animal does not enter or remain on any proscribed area as specified by the owners' corporation;
 - h) ensure that the animal is not left unattended on any balconies or terrace courtyards of the lot;
 - i) An owner or occupier must not enter a lift with an animal if somebody already in the lift expresses they do not wish to travel with an animal;
 - j) must take such action as necessary to ensure that the animal does not urinate or defecate on common property or any other lot and, and in the event that the animal does urinate or defecate on common property or any lot, to promptly clean all areas of the lot and common property that are either soiled by the animal, including making use of, where applicable, a soiling bag, which must properly and hygienically be disposed of in the common property garbage receptacles secured in a sealed plastic or other impermeable wrapping and in such a manner that no offensive odours escape;

- k) ensure that no faeces, other animal waste or animal food is placed in the common property garbage receptacles unless contained within a securely sealed plastic or other impermeable wrapping and in such a manner that no offensive odours escape or attract vermin or other pests;
- l) ensure that faeces, other animal waste or animal food are swept up and not washed off the balcony of a lot;
- m) ensure that the animal does not create noise, odour or other nuisance which is likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of any person lawfully using the common property;
- n) ensure that the animal does not attack or threaten in a material way any other owner or occupier of a lot or invitee to a lot or common property;
- o) ensure that the animal is vaccinated against communicable diseases against which animals of that kind are normally and usually vaccinated;

1.6 The owner of a lot in respect of which the owner or occupier has been permitted to keep, or bring, an animal, an assistance animal, is liable for:

- (a) any damage caused by the animal to any part of the common property or the property of any other lot owner, occupier or invitee;
- (b) any injury caused by the animal to any other lot owner, occupier or invitee whilst on a lot or common property;
- (c) the cost of cleaning of their animal's faeces or other animal waste from the common property, or the property of any other lot owner, occupier or invitee;

and must indemnify and must keep indemnified the owners' corporation against any costs, expenses or losses arising out of or in connection with the keeping of the animal, including any damage to any person, lot or common property and the costs of cleaning common property arising from cleaning of their animal's faeces, urine or other animal waste from the common property.

1.7 An owner of a lot acknowledges and agrees that any costs and expenses for which they are liable under this by-law are due and payable on written demand or at the direction of the owners' corporation and, if not paid at the end of one month from the date on which it is due, will bear simple interest at the same rate as unpaid contributions under the Act until paid and the interest will form part of that debt. If an owner is liable for the costs and expenses the owners' corporation may record the costs and expenses on the ledger of their lot.

1.8 If an owner or occupier of a lot unreasonably fails to comply with any provision or condition of this by-law, the owners' corporation may revoke permission to keep the animal by giving written notice to the owner or occupier setting out the reasons for revocation. The owner or occupier must then remove the animal from the lot and keep it away from the lot and common property by no later than 14 days after receiving the notice of revocation.

1.9 An owner of a lot must ensure that their invitees or visitors do not bring an animal (except an assistance animal) onto their lot or onto common property, including the parking garage.

1.10 An owner or occupier of a lot who keeps an assistance animal on the lot must, on request by the owners' corporation, provide evidence to the owners' corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth

SPECIAL BY-LAW 20 - FIRE CONTROL (As to dealing no. O849560)

20.1 A proprietor or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

20.2 The body corporate or the proprietor or occupier of a lot must, in respect of the parcel or the lot, as appropriate:

- (a) consult with any relevant Governmental Agencies as to the appropriate fire alarm and fire sprinkler system for the parcel or the lot;
- (b) ensure the provision of all adequate equipment to prevent fire or the spread of fire in or from the parcel or the lot to the satisfaction of all relevant Governmental Agencies; and
- (c) take all reasonable steps to ensure compliance with fire laws in respect of the parcel or the lot.

SPECIAL BY-LAW 21 - CONSENT OF BODY CORPORATE (As to dealing no. O849560)

A consent given by the body corporate under these by-laws will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the proprietor or occupier of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

SPECIAL BY-LAW 22 COMPLAINTS AND APPLICATIONS (As to dealing no. AF505121 AMENDED)

Note: This is an amendment of the original Special By-Law No. 22.

Any complaint or application to the body corporate or its council must be addressed in writing to the Managing Agent.

SPECIAL BY-LAW 23 - PARKING OF VEHICLES IN SCHEME (As to Dealing no. AF505121 AMENDED)

Note: This is a replacement of the original Special By-Law No. 23.

PART 1 GRANT OF POWER

1. In addition to the powers, authorities, duties and functions conferred by or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions in relation to car parking in the Scheme subject to the conditions under Part 3 of this by-law:

- (a) The power to regulate the use of Common Property and the Visitor Parking Area for parking of motor or other vehicles;
- (b) The power to wheel clamp an Owner's, Occupier's or Visitor's motor or other vehicle parked or left in contravention with this by-law;
- (c) The power to enter into arrangements with third parties (including vehicle towing services) to remove or wheel clamp motor or other vehicles that are parked or left in contravention of this by-law; and
- (d) The power to erect signage regarding the parking and use of motor or other vehicles including advising that motor or other vehicles parked or left in contravention of this by-law will be removed from the Scheme or wheel clamped.
- (e) The power and duty to enforce the restrictions contained in the Section 88B Instrument.

PART 2 DEFINITIONS & INTERPRETATION

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

- (a) Act means the Strata Schemes Management Act, 1996 (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 197-199 Castlereagh Street Sydney.
- (d) Common Property means the common property comprised in strata plan registration no. 51487.
- (e) Council means Council of the City of Sydney.
- (f) Executive Committee means the executive committee of the Owners Corporation.
- (g) Lot means any lot in strata plan 51487.
- (h) Occupier has the meaning given to it under the Act.
- (i) Owner means the owner of the Lot.
- (j) Owners Corporation means the owners corporation created by the registration of strata plan registration no. 51487.
- (k) Scheme means the strata scheme relating to strata plan number 51487.
- (l) Section 88B Instrument means the Section 88B, Conveyancing Act, 1919, instrument registered with the strata plan restricting the use of car spaces at the Scheme.
- (m) Utility Lot means a Lot that is designed to be used primarily for storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like.
- (n) Visitor means a bona fide guest or invitee of an Owner or Occupier, but does not include an Occupier.
- (o) Visitor Parking Area means any area designated for parking in the Scheme not comprising part of a Lot.

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

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 Act;
- (d) references to legislation include references to amending and replacing legislation; and
- (e) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees.

2.3 Where a term of this by-law contradicts the by-laws filed with the Scheme then this bylaw will prevail to the extent of that contradiction.

PART 3 CONDITIONS

3.1 The Owner or Occupier of a Lot shall not cause or permit to park or stand, a motor or other vehicle upon the Common Property and/or upon the Visitor Parking Area at any time, except with the written approval of the Owners Corporation.

3.2 The Owner or Occupier of a Lot shall not cause or permit its Visitor to park or stand, a motor or other vehicle upon the Common Property (excluding the Visitor Parking Area and in accordance with this by-law) at any time.

3.3 The Owner or Occupier of a Lot shall not cause or permit its Visitor to park or stand, a motor or other vehicle upon the Visitor Parking Area for more than six (6) consecutive hours at any one time and in any one week, except with the written approval of the Owners Corporation. For the avoidance of doubt, no overnight parking is permitted in the Visitor Parking Area or elsewhere on the Common Property except with the prior written approval of the Owners Corporation.

3.4 The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor or other vehicle upon the Common Property or upon the Visitor Parking Area under clauses 3.1, 3.3, 3.5 or 3.6.

3.5 The Owner or Occupier of a Lot shall not repair, or allow to be repaired, a motor or other vehicle upon the Visitor Parking Area or upon the Common Property at any time, except with the prior written approval of the Owners Corporation.

3.6 The Owner or Occupier of a Lot must not cause or permit any employee, contractor, tradesperson, removalist or the like to:

- (a) park or stand a motor or other vehicle upon the Visitor Parking Area for a period exceeding two (2) hours; or
- (b) repair a motor or other vehicle upon the Visitor Parking Area without prior written approval of the Owners Corporation.

3.7 The Owners Corporation or Executive Committee, for the purpose of the control, management and use of the Common Property and Visitor Parking Area and particularly the parking or standing of motor or other vehicles upon the Visitor Parking Area or other Common Property, may:

- (a) install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the standing of motor or other vehicles in or on the Common Property or the Visitor Parking Area;
- (b) remove any motor or other vehicle parked or standing in or on the Common Property or the Visitor Parking Area in contravention of this by-law;
- (c) apply wheel clamp(s) to motor or other vehicles parked or standing in or on the Common Property or the Visitor Parking Area in contravention of this by-law;
- (d) install signage on the Common Property or the Visitor Parking Area regulating the use of motor and other vehicles, advising of the effect of this by-law and imposing conditions on or making requirements in relation to the standing/parking of motor or other vehicles, use of headlights, safe driving, seat belts, observance of speed limits and any stop/traffic lights;
- (e) place a notice on or about the windscreen of any motor or other vehicle parked or standing in or on the Common Property or the Visitor Parking Area in contravention of this by-law or any resolution of the Executive Committee under this by-law; and
- (f) take such further action consistent with this by-law as is lawful, reasonable and necessary in order to regulate or restrict the parking of motor or other vehicles in or on the Common Property or the Visitor Parking Area.

3.8 If the Executive Committee erects signage regulating the movement of vehicles, parking or standing of motor or other vehicles in or on the Common Property or the Visitor Parking Area, every Owner and Occupier of a lot must abide by those signs and must procure that their tradespersons, contractors and Visitors abide by those signs, in default of which, the Owner or Occupier of the lot responsible for or in connection with its or its Visitor's breach of this by-law, will be liable to pay the costs of the Owners Corporation in enforcing this by-law.

PART 4 ENDURING OBLIGATIONS

4. 1 An Owner or Occupier:

- (a) must comply with the terms of the Section 88B Instrument. For the avoidance of doubt:
 - (i) no car space at the Scheme may be used by a person who is not an Owner, Occupier, tenant of, or Visitor to a Lot not being a Utility Lot; and

(ii) no Owner or Occupier may grant or permit to be granted any lease, licence or sublease or otherwise part with possession of any car space at the Scheme other than to an Owner, Occupier or tenant of a Lot not being a Utility Lot;

(b) must comply with the terms of this by-law and any approval or directions of the Owners Corporation or the Executive Committee given under this by-law in respect of parking upon the Common Property and the Visitor Parking Area;

(c) must ensure that its Visitor(s), employees, contractors, tradespersons, removalists or the like comply with this by-law;

(d) agrees that by parking a vehicle (or allowing a vehicle to be parked) upon the Common Property and/or upon the Visitor Parking Area in contravention of this by-law or any signage at the Scheme, that Owner or Occupier consents to the removal or wheel clamping of the vehicle under the terms contained in Part 3 of this by-law and Sections 651B and 651C of the Local Government Act, 1993 (NSW); and

(e) who has parked, caused or permitted a motor or other vehicle (or allowed or caused a Visitor to park or stand a motor or other vehicle) upon the Common Property and/or upon the Visitor Parking Area in contravention of this by-law, such motor or other vehicle being subsequently removed or wheel clamped under Part 3 of this by-law hereby:

(i) indemnifies and keeps indemnified the Owners Corporation for the costs incurred by the Owners Corporation of removing and storing the motor or other vehicle or wheel clamping the motor or other vehicle;

(ii) agrees that an agreement pursuant to section 651 C(2)(d) of the Local Government Act 1993 (NSW) has been made and is in force; and

(iii) indemnifies and shall keep indemnified the Owners Corporation for any loss or damage caused (including to the vehicle) as a result of action to remove or wheel clamp the motor or other vehicle under Part 3 of this bylaw.

PART 5 DEFAULT BY OWNER

5.1 The Owners Corporation may recover from the Owner or Occupier all costs associated with administering the policy expressed in this by-law.

5.2 Any payment required by the Owners Corporation in accordance with this by-law becomes due and payable to the Owners Corporation in accordance with the decision of the Owners Corporation to require that payment.

5.3 Any payment required from an Owner or Occupier may be recovered in a court of competent jurisdiction as a debt.

5.4 The Owners Corporation may levy a payment by serving written notice of the charge payable by that Owner on that Owner.

5.5 A charge if not paid at the end of one month after it becomes due and payable it shall bear, until paid, simple interest at an annual rate of ten percent (10%).

5.6 The Owners Corporation may recover, as a debt a charge not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

SPECIAL BY-LAW 24 - RULES (As to dealing NO. 0849560)

24.1 The body corporate may make rules relating to the control, management, operation, use and enjoyment of the parcel and the common property.

24.2 The body corporate may add to or alter the rules at any time.

24.3 The rules bind each proprietor, occupier and mortgagee in possession of a lot and those persons must comply with the rules in force from time to time.

SPECIAL BY-LAW 26 - PITCO AGREEMENT (As to dealing no. 0849560)

26.1 The body corporate, in addition to the powers and authorities conferred on it by or under the Act and any other by-law, has the power and authority to enter into an agreement with the proprietor of the land at 270 Pitt Street, Sydney which provides that the body corporate will not object to, or seek to prevent to hinder the operation of a cleaning and maintenance unit attached to the building on the land at 270 Pitt Street, Sydney.

26.2 At the expiration of any agreement entered into under this by-law the body corporate may enter into a further agreement under this by-law,

26.3 The first agreement under this by-law will be with Pitco Pty Limited.

SPECIAL BY-LAW 27 – BODY CORPORATE (As to Dealing No. 0849560)

The Body Corporate shall have the following additional powers, authorities, duties and functions:

27.1 DEFINITIONS:

"Act" means the Strata Titles Act, 1973.

"Body Corporate" means The Proprietors - Strata Plan No

"Common Property" means the common property in Strata Plan

"Equipment" means all equipment (including cabling) necessary to facilitate the installation, operation, maintenance and repair of the Subscription TV System.

"Subscription TV System" means a system and mechanisms to facilitate the reception and transmission of electronically transmitted entertainment and services to and from Lots and Common Property.

"Lots" means each lot in Strata Plan and any strata plan of subdivision of any part of Strata Plan

POWERS & DUTIES

27.2 The power to install the Equipment in the Common Property and Lots.

27.3 The power to enter Lots to install, repair or replace the Equipment or any part of the Equipment on the same terms as prescribed in Section 64 of the Act.

27.4 The power to enter into arrangements and agreements with third parties from time to time for the operation of Subscription TV System and the installation, repair and replacement of the Equipment.

27.5 The power to keep any Equipment installed pursuant to this by-law in good and serviceable repair.

27.6 The power to provide to proprietors and/or occupiers of Lots, on terms and conditions (including but not limited the payment of a security deposit) determined by the Body Corporate from time to time, any devices or information required to operate the Subscription TV System or the Equipment.

SPECIAL BY-LAW 29 – ALLOCATION OF STORAGE SPACE (As to Dealing no. 2035602)

1.0 DEFINITIONS

In this by-law, unless a contrary intention appears:

"Lot" means each lot in the strata plan and any strata plan of subdivision of any part of the strata plan specified in Schedule I to this By-Law.

"Proprietor" means the registered proprietor of each lot.

"Storage Space" means in respect of each Lot, the common property storage space specified opposite the number of each lot in Schedule i to this by-law and identified on the Plan.

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

- (a) headings are for convenience only and do not affect the interpretation of the by-laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Body Corporate and any Governmental Agency;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns.
- (f) a reference to any thing includes a part of that thing; and
- (g) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.

2.0 RIGHTS

10.1 On the conditions set out in paragraph 3.0 of this by-law, each Proprietor will have the exclusive use of the Storage Space.

3.0 CONDITIONS

10.2

- (a) Subject to the by-laws affecting the strata scheme, the body corporate will continue to be responsible to maintain and keep the Storage Space in good and serviceable repair.
- (b) The Proprietor will keep the Storage Space clean and tidy.
- (c) The Storage Space will only be used for the storage of items of personality.
- (d) The Proprietor will indemnify the body corporate for any loss or damage suffered by the body corporate as a result of the use of the Storage Space.
- (e) If the Proprietor does not comply with any provision of this by-law, the body corporate may:
 - (i) enter the Storage Space, on the same terms and conditions as set out in section 64 of the Strata Tides Act. 1973;
 - (ii) carry out or perform that obligation on behalf of the Proprietor; and

(iii) recover the costs incurred by the body corporate in so doing (including legal and professional costs) from the Proprietors as a debt due.

SCHEDULE 1	
Lot No.	Storage Space
252	I
252	J
251	K
251	L
143	M
143	N

SPECIAL BY-LAW 30- RESPONSIBLY OF LOT TO MAINTAIN AIR CONDITIONING (As to Dealing no. 3852157)

The owners corporation specially resolve pursuant to section 62(3) of the Strata Schemes Management Act 1996, that it is inappropriate for the owners corporation to maintain, renew, replace and/or repair the air conditioning plant and equipment servicing each lot and located in the cavity space between the ceiling of each lot and underside of the slab above from now onwards.

SPECIAL BY-LAW 31 - THROWING OF OBJECTS FROM BALCONY (As to dealing no. AB440671)

An owner or occupier of a lot must not throw or allow to be thrown any item (including, without limitation cigarette butts, rubbish, dirt, dust, or other material) from the balcony of a lot.

9 May 2005

Department of Lands
1 Prince Albert Road
Queens Square
SYDNEY NSW 2000

Dear Sirs

The Owners: Strata Plan No. 51487
Property: 197 -199 Castlereagh Street, Sydney "Victoria Tower" CP/SP51487

ISPT Pty Limited, as caveator referred to in caveat 7794912 hereby consents to the registration of Change of By-laws (AB440671).

Yours faithfully


DARYL BROWNING
Chief Executive Officer



Industry
Superannuation
Property Trust

Level 13
114 William
Melbourne
Telephone
Facsimile

SPECIAL BY LAW NO. 32 - POWER TO MAINTAIN A FLOOR FINISH OTHER THAN CARPET WITHIN A LOT (As to dealing no. AC963418)

1. DEFINITIONS:

i) The following terms are defined to mean:

"floor" means a floor finish, of a room other than a kitchen, bathroom or balcony, within a lot other than carpet.

"owners" means each of the owners for the time being in strata scheme 51487.

"BCA" means Building Code of Australia.

"lot" means each lot within SP51487.

ii) Where any terms used in this by law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

2. RIGHTS

Subject to the terms and conditions in paragraph 3 of this by law, the owners will have a special privilege to install and maintain a floor to the lot.

3. TERMS AND CONDITIONS

Maintenance

i) Owners must ensure that all floor space within an owner's lot is covered or otherwise treated to stop the transmission of noise that might unreasonably disturb another owner or occupier.

ii) The owners must not damage the common property to which the floor is attached, however any damage caused shall be rectified at the Owners expense.

iii) The owners must properly maintain and keep the floor in a state of good and serviceable repair and must replace the floor as required from time to time.

Performance of Works

i) When installing the floor to the lot, the owners must:

a) obtain the written approval of the owners corporation prior to the installation of the floor;

b) only install a floor that is of a specification approved by the owners corporation and must be the minimum standard prescribed by the BCA or acoustic rating of FIIC 55 or greater, from time to time;

c) provide to the Owners Corporation an acoustic report (in a form approved by the Owners Corporation) signed by an acoustic engineer or other appropriately qualified person following the installation of the floor to demonstrate compliance with this by law;

d) ensure that no transmission of noise will occur once the floor is installed that might unreasonably disturb another owner or occupier;

e) protect all areas of the building outside the lot from damage when installing the floor;

f) keep all areas of the building outside the lot clean and tidy when installing the floor;

g) only install a floor during the times approved by the owners corporation;

h) remove all debris and building products resulting from the installation of the floor;

i) comply with the requirements of the owners corporation to comply with any other by laws concerning the installation of a floor.

Liability

i) The owners will be liable for any damage caused to any part of the common property as a result of the installation or attachment of a floor to the common property and will make good that damage immediately after it has occurred.

ii) The owners must indemnify the owners corporation against any loss or damage the owners corporation may suffer as a result of installing a floor to common property excluding liability under Section 65 (6) in respect of any property of the owners.

Cost of Timber Floor

i) The installation, maintenance, repair or replacement of a floor will be at the cost of the owners.

Right to Remedy Default

- i) If the owners fail to comply with any obligation under this by law, THEN the owners corporation may:
 - a) carry out all the work necessary to perform that obligation;
 - b) enter upon any part of the parcel to carry out that work; and
 - c) recover the cost of carrying out that work from the defaulting owner.



Consent to Lodgement of By-Law

As caveator under caveat number 7794912, ISPT consents to the lodgement of the by-law regarding the floor furnishes within a Lot in Strata Scheme 51487, a copy of which is **attached** and will be attached to a duly completed change of by-law form.

Signed, sealed and delivered for
 ISPT PTY LTD (ACN 064 041 283) by:

 as sole Attorney or by:
DARYL BROWNING and MISCHA LEONARD
 as joint Attorneys under Power of Attorney
 dated 28 May 2007 Registered Book 4518
 No.318
 in the presence of:

Signature of Attorney **DARYL BROWNING**

 Signature of joint Attorney (if required)
MISCHA LEONARD

B Shallard

 Signature of Witness
 Betty Shallard
 Level 13, 114 William Street
 Melbourne 3000

By executing this document the sole Attorney states (or the joint Attorneys severally state) that the Attorney has received no notice of revocation of the Power of Attorney

Print name of Witness

SPECIAL BY-LAW 33 - BMC REPRESENTATIVE (As to dealing no. AE843692)

- A. The representative of the Owners Corporation to the Victoria Tower Building Management Committee (DP854342) is to be a member of the Executive Committee of the Owners Corporation at the time the appointment is made, and
- B. If the representative of the Owners Corporation to the Victoria Tower Building Management Committee (DP854342) ceases to be a member of the strata scheme's Executive Committee then the representative's appointment to the Building Management Committee is terminated and the Owners Corporation will appoint a new representative to the Building Management Committee in accordance to this by-law as soon as practicable.
- C. The Owners Corporation authorises the Executive Committee of the Owners Corporation to appoint the representative of the Owners Corporation to the Victoria Tower Building Management Committee (DP854342) on its behalf and as contemplated in clauses A & B.

SPECIAL BY-LAW 34 - SPECIAL PRIVILEGE BY-LAW FOR LOTS 69 AND 70 (As to dealing no. AE843692)

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 69 and 70 in strata plan 51487.
- (d) Owner means the owner of the Lots from time to time.
- (e) Owners Corporation means the owners corporation created by the registration of strata plan registration no. 51487.
- (f) Special Privilege Area means the common property area marked as (E) on the plan prepared by J.C.M. Teirney dated 16 December 2008 attached to this by-law with a stratum that extends from the upper surface of the floor to the under surface of the ceiling.
- (g) Works means the removal of a section of the block-work wall between the Lots in accordance with the letter from Connell Wagner dated 18 December 2008 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 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 bylaw;
- (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; and
- (h) 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.

SYDNEY • MELBOURNE • BRISBANE



1 July 2009

The Registrar General
Land and Property Information NSW
Queens Square
SYDNEY NSW 2000

Partner
Direct Line
Email
Our Ref

Richard Abbott
(02) 8083 0421
richard.abbott@holdingredlich.com.au
RCA.29600045

Dear Registrar General

ISPT Pty Ltd consent to registration of dealing number AE574951

We act for ISPT Pty Ltd.

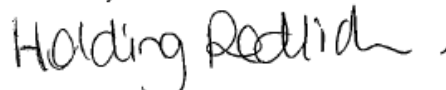
ISPT Pty Ltd is the caveator under caveat, registered number 77944912 (Caveat) over CP/SP51487.

ISPT Pty Ltd has instructed us to consent to registration of the attached Change of By-laws form on its behalf.

This consent does not affect the right for the Caveat to remain recorded on title nor does it affect any of the rights claimed under the Caveat.

If you would like any additional information, please let us know.

Yours sincerely


HOLDING REDLICH

S:1412615_1 LJA

Liability limited by a scheme approved under Professional Standards Legislation
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www.holdingredlich.com.au

SPECIAL BY-LAW 35 - COMPLIANCE WITH USE AND OCCUPANCY - ITINERANT USE (As to dealing no. AF505121)

PART 1

PART 1.1

COMPLIANCE WITH USE & OCCUPANCY

Notwithstanding anything contained in the by-laws applicable to the scheme, all Owners and occupiers are subject to the restrictions of Part 3 of this by-law.

PART 1.2

THIS BY-LAW TO PREVAIL

If there is any inconsistency between any by-laws applicable to the scheme, and this bylaw, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2

DEFINITIONS & INTERPRETATION

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

- (a) Act means the Strata Schemes Management Act, 1996.
- (b) Approved Tenancy means a tenancy or accommodation arrangement for a rental or other payment of money which provides accommodation:
 - (i) for a term which is no less than three (3) months in duration; and/or
 - (ii) that is not, or is not analogous to, accommodation for Itinerant Use.
- (c) Authority means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
- (d) Building means the building situated at 197-199 Castlereagh Street Sydney NSW 2000.
- (e) Council means Council of the City of Sydney.
- (f) Itinerant Use means short term accommodation or shelter or itinerant use, that is or may be available for public accommodation, including:
 - (i) to short-term tourists or backpackers; or
 - (ii) in hotels, motels, apartment hotels, bed and breakfast facilities, rental cabins and/or hostels.
- (g) Lot means any lot in strata plan 51487.
- (h) Owner means the owner of the Lot.
- (i) Owners Corporation means the owners corporation created by the registration of strata plan registration number 51487.

2.2 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 the Act; and
- (d) references to legislation include references to amending and replacing legislation.

PART 3

BY-LAW FOR COMPLIANCE WITH USE & OCCUPANCY

3.1 The Owners or occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law or this by-law.

3.2 The Owners or occupiers of a Lot used for residential purposes must ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot.

3.3 For the avoidance of doubt, the Owners or occupiers of a Lot shall ensure that:

- (a) no more than the maximum number of 2 persons per bedroom occupy the Lot;

- (b) the layout of the bedrooms is not modified or beds arranged in such a way so as to attempt to exceed the maximum permissible occupancy; and
- (c) where the Owner is not the occupant of its Lot, occupation is given solely to tenants or other lawful occupants for an Approved Tenancy.

3.4 Notwithstanding this Part 3, the Owners Corporation cannot place further restrictions on the use of Lots otherwise than as contemplated in any town planning instruments, order or restriction of any Authority or any other legislative requirement.

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

- (a) recover the costs of enforcement of this by-law from the Owner as a debt due; and
- (b) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for use of the Lot.

SPECIAL BY-LAW 36 - FIRE BRIGADE CALL OUTS (As to dealing no. AF505121)

PART 1

PART 1 .1

GRANT OF RIGHT

1.1 Notwithstanding anything contained in the by-laws applicable to the scheme, in addition to the powers, authorities, duties and functions conferred or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the following additional powers, authorities, duties and functions:

- (a) the authority to receive reports from the New South Wales Fire Brigade on the cause or nature of any call-out to the Building in response to a Fire Safety System;
- (b) the power to investigate a false alarm and determine, by reference to the New South Wales Fire Brigade's fire alarm notification form/invoice, who is responsible for the fire alarm;
- (c) the power to recover from the responsible Owner, all false alarm charges imposed by the New South Wales Fire Brigade under the Fire Brigades Act, 1989;
- (d) the power to demand payment of moneys due under this by-law from a defaulting Owner and recover this amount from the defaulting Owner as a debt; and
- (e) the power to include reference to such debt on notices under section 109 of the Act.

PART 1.2

THIS BY-LAW TO PREVAIL

1.2 If there is any inconsistency between this by-law and the by-laws applicable to the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

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, 1996.
- (b) Building means the building situated at 197-199 Castlereagh Street Sydney.

- (c) Fire Safety Systems means for the purposes of this by-law only, any fire detection or protection systems on Lot or common property including any fire alarms, panels and/or heat or smoke detectors.
- (d) Lot means any lot in strata plan 51487.
- (e) Owner means the owner of the Lot.
- (f) Owners Corporation means the owners corporation created by the registration of strata plan registration no. 51487.

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 the Act;
- and
- (d) references to legislation include references to amending and replacing legislation.

SPECIAL BY-LAW 37 - STORAGE OF BICYCLES & MOTORBIKES (As to dealing no. AF505121)

PART 1

GRANT OF POWER

1. In addition to the powers, authorities, duties and functions conferred by or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the following additional powers, authorities, duties and functions subject to the conditions in Part 3:

- (a) the power to make requirements for the use of the common property in relation to the transportation over and storage of Bicycles and Motorbikes on the common property;
- (b) the power to modify or revoke approvals given pursuant to this by-law;
- (c) the power to remove and/or dispose of Bicycles or Motorcycles
- (d) the power to charge the Fee;
- (e) the power to vary the amount of the Fee;
- (f) the power to retain and apply the Fee as it sees fit;
- (g) the power to recover any sum due to it pursuant to this by-law as a debt due;
- and
- (h) the power and the duty to regulate the use of the Bike Rack.

PART 2

DEFINITIONS & INTERPRETATION

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

- (f) Act means the Strata Schemes Management Act, 1996 (NSW).
- (g) Bicycle means any one or more wheeled non-motorised cycle.
- (h) Bike Rack means the common property bike rack(s) for the storage of Bicycles.
- (i) Building means the building situated at 197-199 Castlereagh Street Sydney NSW 2000.
- (j) Fee means the fee, if any, to be determined by the executive committee from time to time for parking Bicycles or Motorbikes.
- (k) Lot means any lot in strata plan 51487.
- (l) Motorbike means any motorised cycle or scooter.
- (m) Owner means the owner of the Lot.
- (n) Owners Corporation means the owners corporation created by the registration of strata plan registration no. 51487.

2.2 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 the Act; and
- (d) references to legislation includes references to amending and replacing legislation.

2.3 Where a term of this by-law contradicts any by-law applicable to the scheme then this by-law will prevail to the extent of that contradiction.

PART 3 CONDITIONS

3.1 Conditions

- (a) Bicycles may not be stored anywhere on the common property except on the Bike Rack.
- (b) Motorcycles may only be stored on the common property where designated by and with the prior written consent of the Owners Corporation and upon payment of the Fee.
- (c) The Bike Rack is available for use by Owners and occupiers of the scheme, on payment of the Fee, on a first come, first service basis.
- (d) A maximum of one (1) Bicycle per Lot at any time may be stored on the Bike Rack.
- (e) Bicycles must be carried or walked over the common property for the purposes of complying with clause 3.1.
- (f) Bicycles stored on the Bike Rack and Motorcycles stored on the common property are so stored at the sole risk of the Owner or occupier.
- (g) The Owners Corporation shall not be responsible for any loss or damage to any Bicycles or Motorcycles.
- (h) Owners and occupiers:
 - i shall ensure that their invitees comply with the terms of this by-law;
 - ii (ii) must only use the Bike Rack for its intended purpose and storage capacity;
 - iii (iii) are solely responsible to secure their Bicycles and Motorcycles;
 - iv (iv) must comply with the directions of the Owners Corporation in respect of the transportation or storage of Bicycles and Motorcycles;
 - v (v) irrevocably acknowledge and agree with the Owners Corporation that any Bicycle or Motorcycle determined by the Owners Corporation to have been abandoned for a period of three (3) months or more or stored contrary to the requirements of this by-law, may be removed and disposed of by the Owners Corporation or placed at the disposal of any relevant governmental authority;
 - vi (vi) must ensure that the transportation or storage of Bicycles or Motorcycles does not interfere with or damage the common property or the person or property of any other person and if this occurs the Owner or occupier must rectify that interference or damage within a reasonable period of time, at their own cost;
 - vii (vii) remain liable for any damage to Lot or common property arising out of the transportation or storage of Bicycles and Motorcycles; and
 - viii (viii) indemnify and shall keep indemnified the Owners Corporation against any costs or losses arising out of the transportation, storage, removal and disposal of Bicycles including in respect of the property of an Owner or occupier.

3.2 Defaulting Owners or occupiers

If an Owner or occupier 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; and
- (b) recover the costs of carrying out that work from the defaulting Owner as a debt.

3.3 Repair and maintenance

For the avoidance of doubt, the Owners Corporation shall be responsible to repair, maintain and repair, if necessary, the Bike Rack.

SPECIAL BY-LAW 38 - PROHIBITION ON STORAGE SYSTEMS IN CAR SPACES (As to dealing AF505121)

PART 1

GRANT OF POWER

1. In addition to the powers, authorities, duties and functions conferred by or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the following additional powers, authorities, duties and functions subject to the conditions in Part 3:

- (a) the power and the duty to prohibit absolutely the installation or placement of any Storage Systems on, about or within the boundaries of car-spaces, the common property or otherwise;
- (b) the power to remove and/or dispose of any Storage Systems (including any contents); and
- (c) the power to charge and recover the Owners Corporation's costs for and in connection with the enforcement of this by-law as a debt due.

PART 2

DEFINITIONS & INTERPRETATION

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

- (a) Act means the Strata Schemes Management Act, 1996 (NSW).
- (b) Building means the building situated at 197-199 Castlereagh Street Sydney.
- (c) Lot means any lot in strata plan 51487.
- (d) Owner means the owner of the Lot.
- (e) Owners Corporation means the owners corporation created by the registration of strata plan registration no. 51487.
- (f) Storage Systems means any storage system or device whatsoever whether fixed, portable or otherwise including any storage cage, storage box, shelving, cabinetry, pallets, racking or stands.

2.2 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 the Act; and
- (d) references to legislation includes references to amending and replacing legislation.

2.3 Where a term of this by-law contradicts any by-law applicable to the scheme then this by-law will prevail to the extent of that contradiction.

PART 3

CONDITIONS

3.1 Conditions

Owners and occupiers:

- (a) irrevocably acknowledge and agree with the Owners Corporation that any Storage System is prohibited under this by-law and may be removed and disposed of by the Owners Corporation; and
- (b) indemnify and shall keep indemnified the Owners Corporation against any costs or losses arising out of the removal and disposal of Bicycles/Motorcycles including in respect of the property of an Owner or occupier.

3.2 Defaulting Owners or occupiers

If an Owner or occupier 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; and
- (b) recover the costs of carrying out that work from the defaulting Owner as a debt.

SPECIAL BY-LAW 39 - ADMINISTRATIVE FEE (As to Dealing no. AF505121)

PART 1

THIS BY-LAW TO PREVAIL

If there is any inconsistency between this by-law and the by-laws registered with the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- (a) Act means the Strata Schemes Management Act, 1996 (NSW).
- (b) Administrative Fee means the fees and charges in the amounts as set out in the Agency Contract incurred by the Owners Corporation for the administrative and other costs and expenses for and in connection with Excess Administration and payable by the relevant Owner to the Owners Corporation in accordance with Part 4.
- (c) Agency Contract means the Strata Managing Agent's strata management agency contract with the Owners Corporation.
- (d) Excess Administration means administration which is excessive, unproductive and/or in the opinion of the Owners Corporation, outside the ordinary, necessary and reasonable course of business of the Strata Managing Agent with the Owners Corporation and attributable to the action or inaction of an Owner or occupier, or contact by an Owner or occupier with the Strata Managing Agent or the Owners Corporation, or behaviour of the Owner or occupier generally, which is:
 - i because of its frequency, wasteful of the time of the Strata Managing Agent or the Owners Corporation;
 - ii does not have serious purpose or value or is lacking in substance;
 - iii designed to or causes annoyance or offense;
 - iv has the effect of harassment;
 - v can otherwise be characterised as obsessive, excessive or manifestly unreasonable;
 - vi is vexatious or frivolous;
 - vii burdensome on or prejudices the Owners Corporation (including its resources);
 - viii recalcitrant or in persistent breach of by-laws;
 - ix or may be in pursuance of a campaign designed to prejudice the Owners Corporation; and/or
 - x disruptive to the proper functioning of the scheme.
- (e) Lot means any lot in strata plan no 51487.
- (f) Owner means the owner of the Lot.
- (g) Owners Corporation means the owners corporation created by the registration of strata plan registration no. 51487.
- (h) Strata Managing Agent means the Owners Corporation's duly appointed strata managing agent from time to time.

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 the Act;
and
- (d) references to legislation include references to amending and replacing legislation.

PART 3 POWERS & DUTIES OF OWNERS CORPORATION

3. in addition to the powers, authorities, duties and functions conferred or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions as follows:

- (a) the power to charge the Administrative Fee;
- (b) the power to vary the amount of the Administrative Fee;
- (c) the power to retain and apply the Administrative Fee as it sees fit;
- (d) the power to recover from the Owner, the costs incurred by the Owners Corporation as a result of the Excess Administration caused or contributed to by an Owner or occupier; and
- (e) the power to recover any sum due to it pursuant to this by-law as a debt due.

PART 4 DUTIES OF OWNERS

4. The Owners:

- (a) acknowledge that they are liable for the costs of and shall use their best endeavours to minimise or avoid Excess Administration;
- (b) must pay to the Owners Corporation, the Administrative Fee, by cheque in favour of "The Owners — Strata Plan No 51487" within seven (7) days of being invoiced by the Owners Corporation;
- (c) agree that the invoice referred to above is conclusive evidence of costs incurred as a result of Excess Administration caused by an Owner or occupier (manifest errors excepted);
- (d) acknowledge the powers of the Owners Corporation in respect of the Administrative Fee;
- (e) agree that the imposition of the Administrative Fee is fair and reasonable; and
- (f) acknowledge that their obligations under this by-law are in addition to any other obligations owed to the Owners Corporation.

SPECIAL BY-LAW 40 - AWNINGS

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.

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, 1996 (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) Awning means an Owner's retractable awning installed to the balcony of a Lot.
- (d) Building means the building situated at 197-199 Castlereagh Street, Sydney.
- (e) Council means Sydney City Council.
- (f) Insurance means:
 - i (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - ii (ii) insurance required under the Home Building Act, 1989 (NSW) (if any); and
 - iii (iii) workers' compensation insurance.
- (g) Lot means any lot in strata plan 51487.
- (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. 51487.
- (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 an Awning 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, the condenser, coils, pipes, conduits, wires, flanges, valves, ductwork, caps, insulation and all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

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 (ii) the manufacturer or suppliers brochure setting out the specifications of the Works;
- (b) obtain written approval (based on the information provided in paragraph (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) prepare and provide to the Owners Corporation:
 - i a new by-law under section 52 of the Act and a special resolution pursuant to section 65A of the Act; and
 - ii (ii) the Owner's written consent to the passing of the by-law and consent to be responsible for maintenance, repair and replacement of the Works, such by-law, special resolution and consent to be prepared substantially in terms of the forms

attached at Annexure A and to be considered at a general meeting of the Owners Corporation; and

(e) effect and maintain Insurance and provide a copy to the Owners Corporation.

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) not be installed through or attached to windows or brick walls; and
- (c) 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 and operate the Awning are installed so they are connected to the Lot's own electricity supply;
- (e) carry out the installation between the hours of 8:30am 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) 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

3.4.1 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) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the installation;
- (d) 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

- (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.

3.4.2 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.

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 Awning;
- (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 Awning or Works do 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 41 - SMOKING

Note: This by-law is an amendment to the amended Special By-Law No. 41

The Owners and Occupiers shall be prohibited from smoking cigarettes, cigars, pipes, e-cigarette, vaping and similar appliances while on Common Property and on all balconies throughout the strata scheme.

SPECIAL BY-LAW 42 - SPECIAL PRIVILEGE BY-LAW FOR LOT 101 CAR PARK ELECTRIC OUTLET

1. This by-law confers on the Owner special privileges and exclusive use rights in respect of part of the common property as a consequence of the Improvements to be made to allow for the installation of a car park electric outlet on the Owner's lot and so much of the common property that is necessary.
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. The exclusive use conferred by this by-law is the right to exclusively use the Improvements made and the common property attached to these Improvements.
4. "Improvements" means the alterations and additions undertaken by the Owner (at the Owner's cost and to remain the Owner's fixture) to install a car park electric outlet as detailed below -
 - (a) Installation of a new power supply, socket and lockable cover box on the wall adjacent to the lot 101 car parking space on level 5 including installation of conduit wiring from the level 2 switchboard.
 - (b) Installation of a micro metre adjacent to the new power socket on the level 5 car park.
 - (c) Installation of a safety switch on the level 2 switchboard.
5. The Owners Corporation, under this by-law, provides its consent for the special privileges and exclusive use 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 the following documents relating to the making of the Improvements prior to obtaining written approval from the Owners Corporation:
 - (a) plans and drawings;
 - (b) specifications of work; and/or
 - (c) any other documents reasonably required by the Owners Corporation
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. In 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 local council and the Owners Corporation.

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 the 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 Owners own cost, restore and reinstate the common property to its original condition.

Liability and Indemnity

15. The Owner indemnifies the Owners Corporation against all loss and damage suffered by the Owner as a result of making and using the Improvements including the repair and maintenance of the Improvements and 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 loss and damage is made good.

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 made under this by-law.

18. The Owner must pay the reasonable costs of the Owners Corporation of and incidental to the making and registering of this by-law.

SPECIAL BY-LAW 43 - NO SHORT-TERM RENTAL ACCOMMODATION ARRANGEMENT

Interpretation

1.1 In this by-law, unless a contrary intention appears:

"Act" means the *Strata Schemes Management Act 2015*;

"Building" means the building and common property comprising the Strata Plan;

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

"Lot" means a lot or part of a lot in the Strata Plan;

"Occupier" means an occupier of a Lot pursuant to a lease, sub-lease, tenancy agreement, licence, sub-licence, understanding or contract of any kind;

"Occupier's Principal Place of Residence" means a Lot or any part of a Lot which is the principal place of residence of the relevant Occupier;

"Online booking service" means a person who provides an online booking service that enables persons to enter into short-term rental accommodation arrangements;

"Owner" means an owner of a Lot unless otherwise indicated;

"Owner's Principal Place of Residence" means a Lot or any part of a Lot which is the principal place of residence of the relevant Owner;

"Property Agent" means the property manager, leasing agent or facilitator acting as agent for an Owner or Occupier of a Lot in respect of the lawful leasing of that Lot according to the by-laws;

"residential premises" means a Lot which comprises a residence;

"Security Key" means a key, magnetic card or other device used to open and close doors, gates or locks or operate alarms, security systems or communication system in the Building.

"short-term rental accommodation" means the commercial use of an existing residential premises, either wholly or partially, for the purposes of short-term accommodation (of a period of not more than 3 months at any one time);

"short-term rental accommodation arrangement" means a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time, and includes any arrangement prescribed by the (relevant Fair Trading Act 1987) regulations to be a short-term rental accommodation arrangement but does not include any arrangement prescribed by those regulations not to be a short-term rental accommodation arrangement;

"Strata Plan" means Strata Plan No. 51487.

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

a. headings are for convenience only and do not affect the interpretation of the by-law;

b. words importing the singular include the plural and vice versa;

c. words importing a gender include any gender;

- d. an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other owners corporation and any Governmental Agency;
- e. a reference to a person includes reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;
- f. a reference to any thing includes a part of that thing;
- g. a reference to any statute, act, regulation, proclamation, ordinance or by-law includes all statutes, acts, regulations, proclamations, ordinances or by-laws, amending, varying, consolidating or replacing them, and a reference to a statute or act includes all regulations, proclamations, ordinances and by-laws issued under that statute or act;
- h. "include" or "including" and any variation of those words are not words of limitation;
- i. if any provision or part of a provision is held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law to the extent that it is void or invalid or unenforceable but the remainder of this by-law or the relevant provision shall remain in full force and effect; and
- j. any words defined in the Act appearing in this document have the same meaning as they do in the Act unless otherwise indicated or defined.

Scope of By-law

2.1 An **Owner** for whom their **Lot** is not that **Owner's Principal Place of Residence** must not:

- a. enter into any **short-term rental accommodation arrangement** regarding that **Lot**; nor
- b. permit any **Occupier** of the **Lot** for whom the **Lot** is not that **Occupier's Principal Place of Residence** to enter into any **short-term rental accommodation arrangement** regarding the **Lot**; nor
- c. permit any **Property Agent** of the **Owner** or **Occupier** for whom the **Lot** is not their **Principal Place of Residence** to enter into any **short-term rental accommodation arrangement** regarding the **Lot**; nor
- d. permit any other agent acting for the **Owner** or **Occupier** of a type referred to in clause 2.1.c. to enter into any **short-term rental accommodation arrangement** regarding the **Lot**; nor
- e. list the **Lot** or permit the **Lot** to be listed on any **Online booking service** for the purpose of entering into a **short-term rental accommodation arrangement**.

2.2 An **Occupier** for whom the **Lot** is not that **Occupier's Principal Place of Residence** must not:

- a. enter into any **short-term rental accommodation arrangement** regarding that **Lot**; nor
- b. permit any other **Occupier** of the **Lot** for whom the **Lot** is not that other **Occupier's Principal Place of Residence** to enter into any **short-term rental accommodation arrangement** regarding the **Lot**; nor
- c. permit any **Property Agent** of any **Occupier** referred to in this clause 2.2. to enter into any **short-term rental accommodation arrangement** regarding the **Lot**; nor
- d. permit any other agent acting for any **Occupier** referred to in this clause 2.2 to enter into any **short-term rental accommodation arrangement** regarding the **Lot**; nor
- e. list the **Lot** or permit the **Lot** to be listed on any **Online booking service** for the purpose of entering into a **short-term rental accommodation arrangement**.

3. An **Owner** for whom their **Lot** is not the **Owner's Principal Place of Residence** and who agrees to a lease, sub-lease, licence, sub-licence, or contract of any kind in respect of their **Lot** must ensure all such agreements:
- a. are not inconsistent with and do not breach clause 2 of this by-law; and
 - b. legally bind their **Occupier** and sub-tenants and their **Property Agent** and/or other agents (if applicable) to compliance with this by-law.

Liability and Indemnity

4.1 **Owners** and **Occupiers** jointly and severally will be liable for any damage to the common property in the **Strata Plan** and/or a **Lot** and for loss or damage to personal property suffered as a result of their breach of this by-law.

4.2 **Owners** severally must indemnify the owners corporation against all and any claims, actions, demands or expenses including legal and administrative expenses incurred in relation to:

- a. **short-term rental accommodation arrangements** prohibited in this by-law and conducted from their **Lot**;
- b. their **Occupiers'** occupancy of their **Lot** in breach of this by-law;
- c. occupancy of their **Lot** by **Occupiers'** sub-tenants, licensees, sub-licensees or others in breach of this by-law;
- d. listing a **Lot** to which this by-law applies on any **Online booking service**;
- e. the exercise of its rights under this by-law; and
- f. enforcement of this by-law.

4.3 This by-law confers on the owners corporation the following additional functions, powers, authorities and duties:

- a. the power to prohibit **Owners** and **Occupiers** and others from enabling or engaging in **short-term rental accommodation arrangements** according to this by-law;
- b. the power and duty to report every **short-term rental accommodation arrangement** prohibited in this by-law to the relevant **Government Agency/ies** and engage in whatever investigative and legal action may be necessary to stop the **short-term rental accommodation arrangement**;
- c. the authority to:
 - i. issue a notice to the relevant **Owner** or **Occupier** and relevant **Property Agent** (if applicable) if it is reasonably suspected that the **Lot** is listed on any **Online booking service** for the purpose of entering into a **short-term rental accommodation arrangement**;
 - ii. issue a notice to the relevant **Owner** or **Occupier** and relevant **Property Agent** (if applicable) that **short-term rental accommodation arrangements** are reasonably suspected to be occurring in the relevant **Lot** and demand that the **short-term rental accommodation arrangements** cease immediately;
 - iii. instruct the **Owner** or **Occupier** or their **Property Agent** (if applicable) to deliver an eviction notice to persons not authorised to occupy the **Lot** according to this by-law;
 - iv. if the **short-term rental accommodation arrangement** does not cease immediately on the relevant **Owner, Occupier** or **Property Agent** (if applicable) being informed of the continuing activity prohibited in this by-law - de-activate **Security Keys** which continue to be used to access common property by persons not authorised to do so; and
 - v. be indemnified by **Owners** from all claims arising from the actions taken pursuant to this by-law;
- d. for absolute clarity, the authority to recover the cost and expenses of carrying out the activities referred to in sub-clauses b. and c. and this sub-clause d. of this clause from the respective **Owner** as a levy debt, due and payable at the owners corporation's direction and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum or, if the regulations provide

for another rate, that other rate, until paid and the interest will form part of that debt.

SPECIAL BY-LAW 44 - PERMITTED SHORT TERM RENTAL ACCOMMODATION ARRANGEMENT

This by-law permits short-term rental accommodation in certain circumstances. It does not apply to all lots. It is to be read in conjunction with By-law titled "No Short-term Rental Accommodation Arrangement".

By-Law

Interpretation

1.1 In this by-law, unless a contrary intention appears:

"AS 1530.7" means the version of the Australian Standard entitled AS 1530.7-2007: Methods for Fire Tests on Building Materials, Components and Structures – Part 7: Smoke Control Assemblies;

"AS 1603.3" means the version of the Australian Standard entitled AS 1603.3:2018 – Automatic fire detection and alarm system – Heat alarms;

Note: For the purposes of clause 3.1.2 of this by-law, a heat alarm complying with AS 1603.3:1996 Automatic fire detection and alarm system – Heat alarms, and installed before 1 May 2022 is deemed to comply with this standard.

"AS 1670.1" means the version of the Australian Standard entitled: Fire 1670.1:2015 – Fire Detection, Warning, Control and Intercom Systems – System Design, Installation and Commissioning – Part 1: Fire;

"AS 2444" means the version of the Australian Standard entitled AS 2444-2001 – Portable Fire Extinguishers and Fire Blankets – Selection and Location;

"AS 3786" means the version of the Australian Standard entitled AS 3786:2014 – Smoke Alarms Using Scattered Light, Transmitted Light or Ionization;

"Act" means the *Strata Schemes Management Act 2015*;

"Building" means the building and common property comprising the **Strata Plan**;

"Code of Conduct" means the NSW Government's mandatory code of conduct regulating and imposing obligations on all participants in the short-term rental accommodation industry (including but not limited to **Owners** and **Occupiers**);

"Eligible Occupier" means an **Occupier** whose **Lot** is that **Occupier's Principal Place of Residence**;

"Eligible Owner" means an **Owner** whose **Lot** is that **Owner's Principal Place of Residence**;

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

"Investment Lot" means a **Lot** which:

- a. is not the **Owner's Principal Place of Residence**; and
- b. is not occupied by an **Occupier** as that **Occupier's Principal Place of Residence**;

"Lot" means a lot or part of a lot in the **Strata Plan**;

"Occupier" means an occupier of a **Lot** pursuant to a lease, sub-lease, tenancy agreement, licence, sub-licence, understanding or contract of any kind;

"Occupier's Principal Place of Residence" means a **Lot** or any part of a **Lot** which is the principal place of residence of the relevant **Occupier**;

"Online booking service" means a person who provides an online booking service that enables persons to enter into **short-term rental accommodation arrangements**;

"Owner" means an owner of a **Lot** unless otherwise indicated;

"Owners Corporation" means the owners corporation for **Strata Plan** No. 51487;

"Owner's Principal Place of Residence" means a **Lot** or any part of a **Lot** which is the principal place of residence of the relevant **Owner**;

"Property Agent" means the property manager, leasing agent or facilitator acting as agent for an **Owner** or **Occupier** of a **Lot** in respect of the lawful leasing of that **Lot** according to the by-laws;

"regulations" means the Fair Trading Regulation 2019 or other regulation concerning **short-term rental accommodation arrangements** as amended from time to time;

"residential premises" means a **Lot** which comprises a residence;

"Security Keys" means a key, magnetic card or other device used to open and close doors, gates or locks or operate alarms, security systems or communications in the Building;

"short-term rental accommodation" means the commercial use of an existing residential premises, either wholly or partially, for the purposes of short-term accommodation (of a period of not more than 3 months at any one time);

"short-term rental accommodation arrangement" means a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time, and includes any arrangement prescribed by the (relevant Fair Trading Act 1987) regulations to be a short-term rental accommodation arrangement but does not include any arrangement prescribed by those regulations not to be a short-term rental accommodation arrangement;

"Short-term Rental Accommodation Fire Safety Standard" means the standard set or to be set by the New South Wales Department of Planning Industry & Environment governing fire safety standards which are to be met for **short-term rental accommodation arrangements**; as at the date of this by-law covering the following:

- i. smoke and heat alarms,
- ii. evacuation lighting,
- iii. egress doors,
- iv. doors to corridors and hallways,
- v. portable fire extinguishers,
- vi. fire blankets, and
- vii. evacuation diagrams

and a copy of which is attached to the Agenda or Minutes of the meeting at which this by-law was considered;

"short-term rental accommodation industry participant" means any of the following--

- a. a person who, in trade or commerce, provides an **online booking service** that enables persons to enter into **short-term rental accommodation arrangements**,
- b. a person who carries on business as an agent to enable persons to enter into **short-term rental accommodation arrangements**,
- c. a person who, pursuant to a **short-term rental accommodation arrangement**, gives another person the right to occupy the residential premises to which the arrangement relates,
- d. a person who, pursuant to a **short-term rental accommodation arrangement**, is given the right to occupy the residential premises to which the arrangement relates,
- e. any other person who, in trade or commerce, facilitates **short-term rental accommodation arrangements** and who is prescribed by the **regulations** or is of a class of persons prescribed by the **regulations**.

"Strata Plan" means Strata Plan No.51487

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

- a. headings are for convenience only and do not affect the interpretation of the by-law;
- b. words importing the singular include the plural and vice versa;
- c. words importing a gender include any gender;
- d. an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other owners corporation and any Governmental Agency;

- e. a reference to a person includes reference to the person’s executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;
- f. a reference to any thing includes a part of that thing;
- g. a reference to any statute, act, regulation, proclamation, standard, ordinance or by-law includes all statutes, acts, regulations, proclamations, standards, ordinances or by-laws, amending, varying, consolidating or replacing them, and a reference to a statute or act includes all regulations, proclamations, ordinances and by-laws issued under that statute or act;
- h. “include” or “including” and any variation of those words are not words of limitation;
- i. if any provision or part of a provision is held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law to the extent that it is void or invalid or unenforceable but the remainder of this by-law or the relevant provision shall remain in full force and effect;
- j. if there is any inconsistency between this by-law and by-law 17 – Residential Use, this by-law is to prevail to the extent of that inconsistency; and
- k. any words defined in the **Act** appearing in this document have the same meaning as they do in the **Act** unless otherwise indicated or defined.

Scope of By-law

2.1 This by-law does not permit any **short-term rental accommodation arrangement** to operate in or from an **Investment Lot**.

2.2 An **Eligible Owner** or **Eligible Occupier** must not enter into any **short-term rental accommodation arrangement** regarding that **Lot** unless they comply with all of the following conditions.

CONDITIONS

Short-term Rental Accommodation Fire Safety Standard

3.1 **Eligible Owners** or **Eligible Occupiers** who enter into any **short-term rental accommodation arrangement** regarding the relevant **Lot**, at their own cost must ensure that they continuously comply with the **Short-term Rental Accommodation Fire Safety Standard** as follows:

3.1.1 Smoke and heat alarms

Smoke alarms must:

- a. be located in:
 - i. each bedroom, and
 - ii. each room with an area of more than 3.5 square metres, excluding kitchens, and
 - iii. every corridor or hallway associated with a bedroom, or if there is no corridor or hallway, in an area between the bedrooms and the remainder of the **Lot**, and
 - iv. in every other storey of the **Lot** not containing bedrooms.
- b. be installed on or near the ceiling; and
- c. comply with **AS 3786**, except where the use of the area is likely to result in smoke alarms causing spurious signals and - in which case - any other alarm deemed suitable in accordance with **AS 1670.1** provided that smoke alarms complying with **AS 3786** are installed elsewhere in the **Lot**;
- d. be connected to the consumer mains power where consumer power is supplied to the **Lot**, and
- e. be interconnected, if there is more than one alarm in the **Lot**.

- 3.1.2 A class type A1 or A2 heat alarm complying with **AS 1603.3** must be:
- located in the kitchen, and
 - installed on or near the ceiling, and
 - interconnected with the smoke alarms in the **Lot**.

3.1.3 Evacuation lighting

A system of evacuation lighting must be installed in corridors, hallways or the like that:

- is activated by the smoke alarms required by clause 3.1.1 and
- consists of:
 - a light incorporated within the smoke alarm, or
 - lighting in the corridor, hallway or area served by the smoke alarm.

3.1.4 Egress doors

The entrance doorway to the **Lot** must be capable of being opened from inside the **Lot** without recourse to a key and any modification to the lock must not impair the fire resistance of the door.

3.1.5 Doors to Corridors and Hallways

The following doors must be self-closing and fitted with medium temperature smoke seals that are able to withstand smoke at 200 degrees Celsius for 30 minutes when tested to **AS 1530.7**, to all edges of the door leaf

- any door that opens to a corridor or dwelling in the **Lot**; and
- any door that opens to an area within the **Building** that is outside the **Lot** such as a public corridor or the like.

3.1.6 Portable fire extinguishers

A 2.5 kg ABE portable fire extinguisher must be installed in an accessible location in the kitchen in accordance with Section 3 of **AS 2444**.

3.1.7 Fire blankets

A fire blanket must be installed in an accessible location in the kitchen of the **Lot** in accordance with Section 6 of **AS 2444**.

3.1.8 Evacuation Diagrams

An evacuation diagram must be installed:

- within the **Lot** on or adjacent to the entrance door to the **Lot**; and
- within each bedroom on or adjacent to the door to the room.

Evacuation diagrams must:

- be located no less than 1200mm and not more than 1600mm above the finished floor level of the relevant area of the **Lot**, and
- be clear, legible and durable, and
- include the date of issue, and
- be at least A4 in size, and
- include the title 'EVACUATION DIAGRAM', and
- be orientated to the direction of egress, and
- include a legend of symbols, and
- exhibit a 'YOU ARE HERE' indicator, and
- identify the property address of the **Lot**, and
- include a pictorial representation of the layout of the **Lot** and common areas on the storey/level comprising the **Lot**, and
- identify the location of the exit door from the **Lot**, and
- identify the designated exits from the storey/level of the **Building** on which the **Lot** is located (to be shown in green), and
- identify the path of travel to the exit (shown in green), and
- identify the location of any fire hose reels (shown in red), and
- identify the location of the portable fire extinguishers in the **Lot** and any common areas on the same storey/level as the **Lot** (shown in red), and

- p. identify the location of the fire blankets within the **Lot** (shown in red), and
- q. identify the location of the evacuation assembly area for the **Building**.

Code of Conduct

3.2 In addition to their obligations under clause 3.1, **Eligible Owners** or **Eligible Occupiers** who become a **short-term rental accommodation industry participant**, at their own cost must continuously comply with the **Code of Conduct**.

3.3 Without limiting the preceding clause 3.2 all **Eligible Owners** and **Eligible Occupiers** who are **short-term rental accommodation industry participants** must - in particular and before each occasion or period of permitted **short-term rental accommodation** - give to the **Owners Corporation** the following information:

- a. evidence that they hold current insurance that covers their liability for third party injuries and death on the relevant **Lot**;
- b. notice that the **Lot** is being used for **short-term rental accommodation**;
- c. the number of days the **Lot** will be occupied under the **short-term rental accommodation arrangement**;
- d. valid contact details for the **Eligible Owner** or **Eligible Occupier** for the duration of the **short-term rental accommodation arrangement** and which the **Owners Corporation's** agent may use to contact that person if there is any need to do so.

3.4 An **Eligible Owner** or **Eligible Occupier** must not list their **Lot** or permit the **Lot** to be listed on any **Online booking service** for the purpose of entering into a **short-term rental accommodation arrangement** unless evidence of compliance with the conditions in clause 3.1 and clause 3.2 is first provided to the **Owners Corporation** and such compliance is confirmed by the **Owners Corporation** (acting reasonably).

3.5 For the purposes of clause 3.4 relevant **Owners** and **Occupiers** must provide evidence to the **Owners Corporation** of such compliance at least annually or more frequently should non-compliance be suspected and such evidence is requested.

3.6 If evidence of compliance with the **Short-term Rental Accommodation Fire Safety Standard** is not provided as contemplated in clause 3.5 or is inadequate or incomplete then the relevant **Owner** or **Occupier** must not use the **Lot** nor permit the **Lot** being used for any **short-term rental accommodation arrangement** and any current **short-term rental accommodation arrangement** must cease immediately.

Liability and Indemnity

4.1 **Owners** and **Occupiers** jointly and severally and at their cost will be liable for:

- a. any damage to the common property in the **Strata Plan** and/or a **Lot** and for loss or damage to personal property suffered as a result of their **short-term rental accommodation arrangement**; and
- b. any fines, penalties or costs imposed by any **Governmental Agency** in relation to their respective **short-term rental accommodation arrangement**.

4.2 **Owners** severally must indemnify the **Owners Corporation** against all and any claims, actions, fines, demands or expenses including legal and administrative expenses incurred in relation to:

- a. **short-term rental accommodation arrangements** conducted from their **Lot**;
- b. their non-compliance with the Conditions of this by-law or non-compliance by their **Eligible Occupiers**;
- c. the exercise of its rights under this by-law; and
- d. enforcement of this by-law.

4.3 This by-law confers on the **Owners Corporation** the following additional functions, powers, authorities and duties:

- a. the power to regulate **short-term rental accommodation arrangements** according to this by-law;
- b. the power and duty to report every **short-term rental accommodation arrangement** which does not comply with the Conditions in this by-law to the relevant **Governmental Agency/ies** and engage in whatever investigative and legal action may be necessary to stop the non-compliant **short-term rental accommodation arrangement**;
- c. the authority to:
 - i. issue a notice to the relevant **Owner** or **Occupier** and relevant **Property Agent** (if applicable) that **short-term rental accommodation arrangements** which are reasonably suspected to be occurring in the relevant **Lot** in non-compliance with this by-law must cease immediately;
 - ii. instruct the **Owner** or **Occupier** or their **Property Agent** (if applicable) to deliver an eviction notice to persons occupying the **Lot** as **short-term rental accommodation**; such notice to remain in force until compliance with this by-law is evidently established;
 - iii. if the **short-term rental accommodation arrangement** which is not in compliance with this by-law does not cease immediately on the relevant **Owner**, **Occupier** or **Property Agent** (if applicable) being informed of such non-compliance - de-activate **Security Keys** which continue to be used to access common property by persons occupying the **Lot** under that **short-term rental accommodation arrangement**; and
 - iv. be indemnified by **Owners** and **Occupiers** from all claims arising from the actions taken pursuant to this by-law;
- d. for absolute clarity, the authority to recover the cost and expenses of carrying out the activities referred to in sub-clauses b. and c. and this sub-clause d. of this clause from the respective **Owner** as a levy debt, due and payable at the **Owners Corporation's** direction and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum or, if the regulations provide for another rate, that other rate, until paid and the interest will form part of that debt.

SPECIAL BY-LAW 45 – COSMETIC WORK

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out cosmetic work to a common area in the building in connection with your apartment.

2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires

- a. "**Act**" means the *Strata Schemes Management Act 2015*,
- b. "**apartment**" means a lot in the strata scheme,
- c. "**building**" means the building in the strata scheme in which your apartment is located,
- d. "**common area**" means the common property in the strata scheme,
- e. "**cosmetic work**" means any work to a common area in the building in connection with your apartment for the following purposes:
 - i. installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls,
 - ii. installing any device used to affix decorative items to the internal surfaces of walls in your apartment,
 - iii. installing or replacing handrails,
 - iv. painting,

- v. filling minor holes and cracks in internal walls,
- vi. laying carpet,
- vii. installing or replacing built-in wardrobes,
- viii. installing or replacing internal blinds and curtains,
- ix. installing any locking or other safety device to improve safety within your apartment,
- x. installing any locking or other safety device for protection of your apartment against intruders,
- xi. installing any screen or other device to prevent entry of animals or insects on your apartment,
- xii. installing any structure or device to prevent harm to children,

but cannot include non-cosmetic work,

f. **"non-cosmetic work"** means:

- i. work that consists of minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,
- ii. work involving structural changes,
- iii. work that changes the external appearance of an apartment, including the installation of an external access ramp,
- iv. work that detrimentally affects the safety of an apartment or common area, including fire safety systems,
- v. work involving waterproofing or the plumbing or exhaust system of a building,
- vi. work involving reconfiguring walls,
- vii. work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,

g. **"strata scheme"** means the strata scheme to which this by-law applies, and

h. **"you"** means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- a. headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- b. references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- c. words importing the singular number include the plural and vice versa,
- d. where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- e. any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
- f. if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Cosmetic Work

3.1 You may carry out cosmetic work without the approval of the owners corporation.

3.2 If you carry out cosmetic work, you must comply with the rules for cosmetic work specified in this by-law.

4. Rules for Cosmetic Work

4.1 During Cosmetic Work

During any cosmetic work you carry out, or which a person carries out on your behalf, you must:

- a. **Standard of Workmanship**
ensure the cosmetic work is carried out in a competent and proper manner utilising only first quality materials which are good and suitable for the purpose for which they are used,
- b. **Quality of Cosmetic Work**
make certain the cosmetic work is completed in accordance with any specifications for it and complies with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),
- c. **Time for Completion of Cosmetic Work**
make sure the cosmetic work is carried out with due diligence and is completed as soon as practicable from the date of commencement,
- d. **Times for Cosmetic Work**
ensure that the cosmetic work is only carried out between the hours of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and is not carried out during any other times,
- e. **Appearance of Cosmetic Work**
ensure the cosmetic work is carried out and completed in a manner which is in keeping with the rest of the building,
- f. **Noise During Cosmetic Work**
ensure the cosmetic work does not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,
- g. **Transportation of Construction Equipment**
ensure that all construction materials and equipment in connection with the cosmetic work are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,
- h. **Debris**
ensure that any debris and rubbish associated with or generated by the cosmetic work is removed from the building strictly in accordance with the reasonable directions of the owners corporation,
- i. **Storage of Building Materials on Common Areas**
make sure that no building materials are stored in a common area,
- j. **Protection of Building**
protect all areas of the building outside your apartment which are affected by the cosmetic work from damage, the entry of water or rain and from dirt, dust and debris relating to the cosmetic work and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,
- k. **Daily Cleaning**

clean any part of the common areas affected by the cosmetic work on a daily basis and keep all of those common areas clean, neat and tidy during the cosmetic work,

l. Security

ensure that the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the cosmetic work,

m. Costs of Cosmetic work

pay all costs associated with the cosmetic work.

4.3 After Cosmetic Work

You must:

a. Maintenance of Cosmetic Work

properly maintain the cosmetic work and keep it in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of the cosmetic work,

b. Repair Damage

repair any damage caused to another apartment or any common area by the carrying out of the cosmetic work in a competent and proper manner,

c. Prevent Excessive Noise

ensure that any equipment forming part of the cosmetic work does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

d. Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the cosmetic work or the altered state or use of any of the common areas arising from the cosmetic work or your breach of this by-law,

e. Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the cosmetic work and the requirements of the local council concerning the cosmetic work.

5. Breach of this By-Law

5.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

a. rectify the breach,

b. enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and

c. recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

5.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

6. Specification of Additional Cosmetic Work

To avoid doubt, this by-law specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act.

7. Decision of Owners Corporation not to Maintain Cosmetic Work

To avoid doubt, the owners corporation determines that:

- a. it is inappropriate for the owners corporation to maintain, renew, replace or repair any item of cosmetic work done by you; and

in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any item of cosmetic work done by you, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

SPECIAL BY-LAW 46 – MINOR RENOVATIONS

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out minor renovations to a common area in the building in connection with your apartment.

2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- a. "**Act**" means the *Strata Schemes Management Act 2015*,
- b. "**apartment**" means a lot in the strata scheme,
- c. "**building**" means the building in the strata scheme in which your apartment is located,
- d. "**common area**" means the common property in the strata scheme,
- e. "**minor renovations**" means any work to a common area in the building in connection with your apartment for the following purposes:
 - i. renovating a kitchen,
 - ii. renovating a bathroom in a manner that does not involve waterproofing (excluding installing new tiles over existing tiles in the bathroom of your apartment),
 - iii. renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,
 - iv. changing recessed light fittings,
 - v. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - vi. installing or replacing wood or other hard floors,
 - vii. installing or replacing wiring or cabling or power or access points,
 - viii. installing or replacing pipes and ducts,
 - ix. work involving reconfiguring walls in a manner that does not involve structural changes,
 - x. installing a rainwater tank,
 - xi. installing a clothesline,
 - xii. installing a reverse cycle split system air conditioner or a ducted air conditioning system,
 - xiii. installing double or triple glazed windows,
 - xiv. installing a heat pump or hot water service,
 - xv. installing ceiling insulation,
 - xvi. installing an aerial or antenna,
 - xvii. installing a satellite dish with a diameter no greater than 1.5 metres,

- xviii. installing a skylight, whirlybird, ventilation or exhaust fan in a roof directly above your apartment,

but cannot include non-minor renovations,

- f. **"non-minor renovations"** means:
 - i. work that consists of cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
 - ii. work involving structural changes,
 - iii. work that changes the external appearance of a lot, including the installation of an external access ramp,
 - iv. work involving waterproofing,
 - v. work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,
 - vi. work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,
- g. **"strata scheme"** means the strata scheme to which this by-law applies, and
- h. **"you"** means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- a. headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- b. references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- c. words importing the singular number include the plural and vice versa,
- d. where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- e. any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
- f. if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Minor Renovations Approval Process

3.1 Minor Renovations Require Approval

You may carry out, or permit another person to carry out on your behalf, minor renovations with the approval of the owners corporation or strata committee.

3.2 The Approval Process

3.2.1 If you wish to carry out minor renovations you must make an application to the owners corporation in order to seek its approval of the minor renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

- a) your name, address and telephone number,
- b) your apartment and lot number,
- c) details of the minor renovations,

- d) drawings, plans and specifications for the minor renovations,
- e) an estimate of the duration and times of the minor renovations,
- f) details of the persons carrying out the minor renovations including the name, licence number, qualifications and telephone number of those persons,
- g) details of arrangements to manage any resulting rubbish or debris arising from the minor renovations.

3.2.4 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.5 The owners corporation may engage a consultant to assist it review your application.

3.2.6 The owners corporation may:

- (a) approve your application either with or without conditions, or
- (b) withhold approval of your application (but it must not act unreasonably when doing so).

3.2.7 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

4. Conditions for Minor Renovations

4.1 Before the Minor Renovations

4.1.1 Before commencing the minor renovations, you must:

a. **Prior Notice**

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the minor renovations and the estimated end date of the minor renovations,

b. **Contractor's Licence and Insurance Details**

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the minor renovations holds a current:

- (i) licence,
- (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
- (iii) workers compensation insurance policy (if required by law), and
- (iv) home building compensation fund insurance policy under the *Home Building Act 1989* for the minor renovations (if required by law),

c. **Engineer's Report**

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the minor renovations do not involve structural changes,

d. **Acoustic Consultant's Report**

if the minor renovations will involve removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from floor coverings in a laundry, lavatory or bathroom), if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

e. **Dilapidation Report**

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

- f. **Bond**
if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$5,000 or such other amount determined from time to time by the owners corporation,
- g. **Cost**
pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for minor renovations including any consultant's costs.

4.1.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the minor renovations and if you have already begun the minor renovations you must immediately stop them.

4.2 During the Minor renovations

During the minor renovations you must:

- a. **Standard of Workmanship**
ensure the minor renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,
- b. **Quality of Minor Renovations**
make certain the minor renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),
- c. **Time for Completion of Minor Renovations**
make sure the minor renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,
- d. **Times for Minor Renovations**
ensure that the minor renovations are only carried out between the hours of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,
- e. **Times for Operation of Noisy Equipment**
make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm and that at least 72 hours' notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,
- f. **Appearance of Minor Renovations**
ensure the minor renovations are carried out and completed in a manner which is in keeping with the rest of the building,
- g. **Noise During Minor Renovations**
ensure the minor renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,
- h. **Transportation of Construction Equipment**

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

- i. **Debris**
ensure that any debris and rubbish associated with or generated by the minor renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,
- j. **Storage of Building Materials on Common Areas**
make sure that no building materials are stored in a common area,
- k. **Protection of Building**
protect all areas of the building outside your apartment which are affected by the minor renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the minor renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,
- l. **Daily Cleaning**
clean any part of the common areas affected by the minor renovations on a daily basis and keep all of those common areas clean, neat and tidy during the minor renovations,
- m. **Interruption to Services**
minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,
- n. **Access**
give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the minor renovations on reasonable notice,
- o. **Vehicles**
ensure that no contractor's vehicles obstruct the common areas including the driveway areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,
- p. **Security**
ensure that the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the minor renovations,
- q. **Variation to Minor Renovations**
not vary the minor renovations without obtaining the written approval of the owners corporation or strata committee,
- r. **Costs of Minor renovations**
pay all costs associated with the minor renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the minor renovations.

4.3 After the Minor Renovations

After the minor renovations have been completed, you must:

- a. **Notify the Owners Corporation**
promptly notify the owners corporation that the minor renovations have been completed,
- b. **Access**
give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the minor renovations on reasonable notice,
- c. **Restore the Common Areas**
restore all common areas damaged by the minor renovations as nearly as possible to the state which they were in immediately prior to commencement of the minor renovations,
- d. **Expert's Report**
if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the minor renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,
- e. **Acoustic Consultant's Report**
if the minor renovations involved removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings.

4.4 Enduring Obligations

You must:

- a. **Maintenance of Minor Renovations**
properly maintain the minor renovations and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those minor renovations,
- b. **Repair Damage**
repair any damage caused to another apartment or the common areas by the carrying out of the minor renovations in a competent and proper manner,
- c. **Prevent Excessive Noise**
ensure that any equipment forming part of the minor renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,
- d. **Flooring**
ensure that any floor coverings installed or exposed in an apartment during the minor renovations are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),
- e. **Indemnity**
indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be

incurred by or brought or made against the owners corporation arising out of the minor renovations or the altered state or use of any of the common areas arising from the minor renovations or your breach of this by-law,

f. Insurance

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the minor renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the minor renovations or repair any damage to the building caused by the minor renovations,

g. Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the minor renovations and the requirements of the local council concerning the minor renovations.

5. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- (a) repairing any damage caused to a common area or any other apartment during or as a result of the minor renovations, or
 - (b) cleaning any part of the common area as a result of the minor renovations,
- and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the minor renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

6. Breach of this By-Law

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- a. rectify the breach,
- b. enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- c. recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

7. Approvals

The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

8. Specification of Additional Minor Renovations

To avoid doubt, this by-law specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act.

9. Decision of Owners Corporation not to Maintain Minor Renovations

To avoid doubt, the owners corporation determines that:

- a. it is inappropriate for the owners corporation to maintain, renew, replace or repair any minor renovations done by you pursuant to an approval granted under this by-law; and

in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any such minor renovations, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

SPECIAL BY-LAW 47 – MAJOR RENOVATIONS

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out major renovations to a common area in the building in connection with your apartment or to your apartment.

2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- a. "**Act**" means the *Strata Schemes Management Act 2015*,
- b. "**apartment**" means a lot in the strata scheme,
- c. "**annexure**" means the annexure to this by-law,
- d. "**building**" means the building in the strata scheme in which your apartment is located,
- e. "**common area**" means the common property in the strata scheme,
- f. "**cosmetic work**" means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
- g. "**major renovations**" means any work to an apartment or a common area in the building in connection with your apartment for the following purposes:
 - i. work involving structural changes such as the removal of the whole or part of a load bearing wall,
 - ii. work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your apartment,
 - iii. work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,
 - iv. work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,
 - v. installing new tiles over existing tiles in the bathroom of your apartment, but cannot include cosmetic work or minor renovations,
- h. "**minor renovations**" means minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,
- i. "**strata scheme**" means the strata scheme to which this by-law applies, and
- j. "**you**" means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- a. headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- b. references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- c. words importing the singular number include the plural and vice versa,
- d. where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

- e. any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
- f. if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Major Renovations Approval Process

3.1 Major Renovations Require Approval

You must not carry out, or permit anyone else to carry out, major renovations without the prior written approval of the owners corporation.

3.2 The Approval Process

3.2.1 If you wish to carry out major renovations you must make an application to the owners corporation in order to seek its approval of the major renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

- a. your name, address and telephone number,
- b. your apartment and lot number,
- c. details of the major renovations,
- d. drawings, plans and specifications for the major renovations,
- e. an estimate of the duration and times of the major renovations,
- f. details of the persons carrying out the major renovations including the name, licence number, qualifications and telephone number of those persons,
- g. details of arrangements to manage any resulting rubbish or debris arising from the major renovations

3.2.4 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the major renovations will involve alterations or additions to a common area.

3.2.5 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.6 The owners corporation may engage a consultant to assist it review your application.

3.2.7 The owners corporation may:

- a. approve your application either with or without conditions, or
- b. withhold approval of your application (but it must not act unreasonably when doing so).

3.2.8 If your major renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).

3.2.9 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

4. Conditions for Major Renovations

4.1 Before the Major Renovations

4.1.1 Before commencing the major renovations, you must:

a. **Prior Notice**

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the major renovations and the estimated end date of the major renovations,

b. **Local Council Approval**

if required by law, obtain a complying development certificate for or development consent of the local council to the major renovations and a construction certificate for the major renovations, and give copies of them to the owners corporation,

c. **Contractor's Licence and Insurance Details**

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the major renovations holds a current:

(i) licence,

(ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,

(iii) workers compensation insurance policy, and

(iv) home building compensation fund insurance policy under the *Home Building Act 1989* for the major renovations (if required by law),

d. **Engineer's Report**

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the major renovations will not have a detrimental affect on the structural integrity of the building or any part of it,

e. **Acoustic Consultant's Report**

if the major renovations will involve changes to the floor coverings in your apartment (apart from floor coverings in a laundry, lavatory or bathroom) by, for example, installing or replacing wood or other hard floors, if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

f. **Dilapidation Report**

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

g. **Bond**

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$10,000 or such other amount determined from time to time by the owners corporation,

h. **Costs**

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for major renovations including any consultant's costs.

4.1.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the major renovations and if you have already begun the major renovations you must immediately stop them.

4.2 During the Major Renovations

During the major renovations you must:

- a. **Standard of Workmanship**
ensure the major renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,
- b. **Quality of Major Renovations**
make certain the major renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),
- c. **Time for Completion of Major Renovations**
make sure the major renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,
- d. **Times for Major Renovations**
ensure that the major renovations are only carried out between the hours permitted by the Local Council or if the Local Council does not prescribe any such hours then between of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,
- e. **Times for Operation of Noisy Equipment**
make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm on Monday – Friday and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,
- f. **Appearance of Major Renovations**
ensure the major renovations are carried out and completed in a manner which is in keeping with the rest of the building,
- g. **Supervision of Major Renovations**
ensure that the major renovations are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,
- h. **Noise During Major Renovations**
ensure the major renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,
- i. **Transportation of Construction Equipment**
ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,
- j. **Debris**

ensure that any debris and rubbish associated with or generated by the major renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

- k. **Storage of Building Materials on Common Areas**
make sure that no building materials are stored in a common area,
- l. **Protection of Building**
protect all areas of the building outside your apartment which are affected by the major renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,
- m. **Building Integrity**
keep all areas of the building affected by the major renovations structurally sound during the major renovations and make sure that any holes or penetrations made during the major renovations are adequately sealed and waterproofed and, if necessary, fireproofed,
- n. **Daily Cleaning**
clean any part of the common areas affected by the major renovations on a daily basis and keep all of those common areas clean, neat and tidy during the major renovations,
- o. **Interruption to Services**
minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,
- p. **Access**
give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the major renovations on reasonable notice,
- q. **Vehicles**
ensure that no contractor's vehicles obstruct the common areas including the driveway areas and passing bay other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,
- r. **Security**
ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the major renovations,
- s. **Variation to Major renovations**
not vary the major renovations without obtaining the prior written approval of the owners corporation,
- t. **Costs of Major renovations**
pay all costs associated with the major renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the major renovations.

4.3 After the Major Renovations

After the major renovations have been completed, you must:

- a. **Notify the Owners Corporation**
promptly notify the owners corporation that the major renovations have been completed,
- b. **Access**
give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the major renovations on reasonable notice,
- c. **Obtain Planning Certificates**
if required by law, obtain all requisite certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979* approving the major renovations and the occupation of your apartment (such as a compliance certificate and an occupation certificate) and give copies of them to the owners corporation,
- d. **Restore the Common Areas**
restore all common areas damaged by the major renovations as nearly as possible to the state which they were in immediately prior to commencement of the major renovations,
- e. **Engineer's Report**
if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the major renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,
- f. **Expert's Report**
if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the major renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,
- g. **Acoustic Consultant's Report**
if the major renovations involved changes to the floor coverings of your apartment (apart from floor coverings in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of any new floor coverings.

4.4 Enduring Obligations

You must:

- a. **Maintenance of Major Renovations**
properly maintain the major renovations to your apartment and the common property affected in any way by the major renovations and keep them both in a state of good and serviceable repair and, where necessary, renew or replace any part of those major renovations or the common property affected in any way by those major renovations,
- b. **Repair Damage**
repair any damage caused to another apartment or the common areas by the carrying out of the major renovations in a competent and proper manner,
- c. **Prevent Excessive Noise**

ensure that any equipment forming part of the major renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

d. **Flooring**

if the major renovations involved changes to the floor coverings of your apartment, ensure that the new floor coverings are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

e. **Indemnity**

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the major renovations or the altered state or use of any of the common areas arising from the major renovations or your breach of this by-law,

f. **Insurance**

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the major renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the major renovations or repair any damage to the building caused by the major renovations,

g. **Comply with the Law**

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the major renovations and the requirements of the local council concerning the major renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

5. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- (a) repairing any damage caused to a common area or any other apartment during or as a result of the major renovations, or
- (b) cleaning any part of the common area as a result of the major renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the major renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

6. Breach of this By-Law

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- a. rectify the breach,
- b. enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- c. recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

6.2. Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

7. Common Property Rights By-Law

7.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.

7.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 3.2.8.

ANNEXURE TO MAJOR RENOVATION BY-LAW

Motion and By-Law for Major Renovations

That the owners corporation specially resolves pursuant to sections 108 and 143 of the *Strata Schemes Management Act 2015* to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by-law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:

Special By-Law No. ... – Major Renovations and Building Works (Lot)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

“**Lot**” means Lot in the Strata Scheme;

“**Owner**” means the owner for the time being of the Lot (being the current owner and all successors);

“**Plans**” means the plans/drawings prepared by and dated attached to this by-law;

“**Major Renovations**” means the alterations and additions to the Lot and common property described and shown in the Plans being

“**Major Renovations By-Law**” means Special By-Law No. XX – Major Renovations as amended from time to time;

“**Strata Scheme**” means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- a. the authority to carry out the Major Renovations strictly in accordance with the Plans;
- b. the special privilege to, at the Owner’s cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and the exclusive use and enjoyment of the common property to be occupied by the Major Renovations; on the conditions of this by-law.

4. Conditions

4.1 The Major Renovations By-Law will apply to the Major Renovations.

4.2 The Owner must, at the Owner’s cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner’s cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied

by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

SPECIAL BY-LAW 48 – ELECTRONIC VOTING AT MEETINGS

1. Introduction

This by-law sets out rules that must be followed if the owners corporation or strata committee determines, by resolution, to permit votes to be cast on a motion by email or other electronic means while participating in a meeting from a remote location.

2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "Act" means the Strata Schemes Management Act 2015,
- (b) "electronic means" includes a vote cast via a voting website or electronic application,
- (c) "e-voting" means a vote on a motion cast by email or other electronic means while participating in a meeting from a remote location,
- (d) "e-voting determination" means a determination of the owners corporation or strata committee, by resolution, to permit e-voting,
- (e) "committee meeting" means a meeting of the strata committee,
- (f) "general meeting" means a general meeting of the owners corporation being an annual general meeting or an extraordinary general meeting,
- (g) "meeting" means a committee meeting or a general meeting,
- (h) "motion" means a motion to be considered by the committee, at a committee meeting or at a general meeting,
- (i) "Regulations" means the Strata Schemes Management Regulation 2016,
- (j) "owner" means an owner of a lot in the strata scheme,
- (k) "person" means an owner or a proxy,
- (l) "proxy" means a duly appointed proxy for the purposes of the Act,
- (m) "strata scheme" means the strata scheme to which this by-law applies, and
- (n) "you" means an owner.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

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

(b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

(c) words importing the singular number include the plural and vice versa,

(d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

(e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,

(f) the provisions of this by-law operate to the extent permitted by law, and

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

3. E-Voting

3.1 This by-law applies if the owners corporation or strata committee has made an e-voting determination.

3.2 An e-voting determination remains in force until it is revoked.

3.3 An e-voting determination may be revoked by a resolution of:

(a) (in the case of an e-voting determination made by the strata committee) the strata committee or owners corporation; and

(b) (in the case of an e-voting determination made by the owners corporation) the owners corporation.

3.4 The notice of a meeting must include a statement indicating whether or not an e-voting determination has been made and remains in force for any motion included in the agenda of the meeting.

4. Rules for E-Voting

4.1 E-voting must be conducted by a ballot.

4.2 The secretary of the owners corporation must ensure that the form for the electronic ballot paper contains:

(a) instructions for completing the ballot paper, and

(b) the motions to be voted on, and

(c) the means of indicating the voter's choice on the motions to be voted on.

4.3 The secretary of the owners corporation must, before the meeting at which e-voting is to be conducted, give each person entitled to vote:

(a) access to an electronic ballot paper, or to a voting website or electronic application containing an electronic ballot paper, that complies with this by-law, and

- (b) access to information about:
 - (i) how the ballot paper must be completed, and
 - (ii) the deadline for submission of the ballot paper, and
 - (iii) if voting is by email, the address where the ballot paper is to be returned, and
 - (iv) if voting is by other electronic means, the means of accessing the electronic voting system and how the completed electronic ballot paper is to be sent to the secretary, and

- (d) access to an electronic form of declaration requiring the voter to state:
 - (i) his or her name, and
 - (ii) the capacity in which the person is entitled to vote, and
 - (iii) in the case of a motion that requires a special resolution or poll, the voter's unit entitlement, and
 - (iv) if the vote is a proxy vote, the name and capacity of the person who gave the proxy.

4.4 Each person entitled to vote and who casts a vote by e-voting must vote in accordance with the instructions contained in the information given by the secretary of the owners corporation.

4.5 A ballot paper of a voter who casts a vote by e-voting is informal if the voter has failed to record a vote in accordance with the information provided by the secretary.

4.6 If voting is carried out by e-voting using a voting website or other electronic application, the website or application must provide a warning message to a person casting an informal vote that the proposed vote is informal.

- 4.7 If the ballot is a secret ballot, the secretary must ensure that:
- (a) the identity of the voter cannot be ascertained from the form of the electronic ballot paper, and
 - (b) the declaration by the voter is dealt with so that it is not capable of being used to identify the voter.

4.8 An electronic ballot paper and the form of declaration must be sent to the secretary of the owners corporation no later than the deadline for submission of the ballot paper.

4.9 The secretary of the owners corporation must ensure that all electronic ballot papers are stored securely until the counting of the votes begins.

4.10 As soon as practicable after the deadline for submission of the ballot paper, the secretary of the owners corporation must:

- (a) review all information and reports about the electronic ballot, and
- (b) reject as informal any votes that do not comply with the requirements of this by-law, and
- (c) ascertain the result of the electronic ballot, and
- (d) make a written or electronic record of the result of the electronic ballot, and
- (e) announce or publish the result of the ballot.

5. Obligations of Owners and Proxies

You must take all reasonable steps to ensure that you and any person you appoint as your proxy complies with this by-law.

SPECIAL BY-LAW 49 – PROXIES

1. Introduction

This by-law sets out rules that must be followed if a person has been given a surplus of proxies.

2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "Act" means the Strata Schemes Management Act 2015,
- (b) "earliest proxy appointment forms" means the proxy appointment forms that were received by the person prior to the proxy threshold being exceeded by that person,
- (c) "meeting" means a general meeting of the owners corporation being an annual general meeting or an extraordinary general meeting,
- (d) "Regulations" means the Strata Schemes Management Regulation 2016,
 - a) (e) "person" means the person referred to in clause 3.1 of this by-law,
 - (f) "proxy" means a duly appointed proxy for the purposes of the Act,
 - (g) "proxy appointment form" means an instrument appointing a proxy in the form prescribed by the Regulations,
 - (h) "proxy election" means a decision identifying the proxy appointment forms the person will and will not use or be able to use at any meeting in relation to which the proxy appointment forms are to operate,
 - (i) "proxy giver" means an owner who appoints or purports to appoint a proxy by way of a proxy appointment form,
 - (j) "proxy threshold" means the total number of proxies that may be held by a person (other than proxies held by the person as the co-owner of a lot) voting on a resolution at a meeting, namely:
 - (A) if the strata scheme has 20 lots or less, one,
 - (B) if the strata scheme has more than 20 lots, a number that is equal to not more than 5% of the total number of lots.
 - (k) "strata scheme" means the strata scheme to which this by-law applies, and
 - (l) "surplus of proxies" means more than one proxy appointment form appointing the person as proxy for a meeting and the total number of proxy appointment forms the person has been given for that meeting:
 - (A) exceeds the proxy threshold for that person, or
 - (B) results in the proxy threshold being exceeded by that person,
 - (m) "you" means the owner of a lot in the strata scheme.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
- (f) the provisions of this by-law operate to the extent permitted by law, and
- (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Rules Where Proxy Threshold Exceeded

3.1 If a person has been given a surplus of proxies the person must make a proxy election.

3.2 A proxy election must be communicated by that person to the secretary of the owners corporation:

(a) (in the case of a large strata scheme) at least 24 hours before the meeting in relation to which any of the proxy appointment forms that are the subject of the proxy election are to operate, or

(b) (in any other case) before the meeting in relation to which the proxy appointment forms that are the subject of the proxy election are to operate.

3.3 A proxy election does not have to be communicated by that person to any proxy giver unless it is a condition of the appointment of that person as proxy of the proxy giver that the person must communicate any proxy election that relates to the proxy giver to the proxy giver.

3.4 If that person does not make a proxy election within the time stipulated by clause 3.2 of this by-law, the chairperson must make the proxy election at the meeting in relation to which the proxy appointment forms that are the subject of the proxy election are to operate.

3.5 A proxy election by that person or the chairperson must:

- (a) give priority to the earliest proxy appointment forms; and
- (b) result in those earliest proxy appointment forms being able to be used by the

person at the meeting in relation to which those proxy appointment forms are to operate.

3.6 Despite clause 3.5 of this by-law, if that person or the chairperson who makes the proxy election cannot determine the earliest proxy appointment forms, a proxy election may be made in any manner determined by the person or chairperson who makes the proxy election.

3.7 You must take all reasonable steps to ensure that a person you appoint as proxy complies with this by-law.

Special By-Law 50 – Major Renovations and Building Works (Lot 167)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

“**Lot**” means Lot 167 in the Strata Scheme;

“**Owner**” means the owner for the time being of the Lot (being the current owner and all successors);

“**Plans**” means the plans/drawings prepared by Sydney Projects Are Us and attached to this by-law;

“**Major Renovations**” means the alterations and additions to the Lot and common property described and shown in the Plans being;

- Bathroom to be stripped out
- The reworking of plumbing to facilitate new bathroom layout. (Floor wastes to remain at present locations)
- Electrician to wire for 4/down lights & 2/GPO points (Washing machine new location & vanity mirrored cabinet location)
- The replacement of wall sheeting (As with the removal of wall tiles the sheeting is glued to the tiles)
- Clean & enamel paint of ceiling extractor vent, The waterproofing of bathroom wet areas
- Tiled floor to ceiling. Wall tile of 300mm x 600mm white with rectified edge, Floor tile of 300mm x 600mm style & color to be decided
- The supply and fitting of all PC items as listed in the contractor to supply section

“**Major Renovations By-Law**” means Special By-Law No. XX – Major Renovations as amended from time to time;

“**Strata Scheme**” means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
 - b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

4. Conditions

4.1 The Major Renovations By-Law will apply to the Major Renovations.

4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.



Special By-Law 51 – Major Renovations and Building Works (Lot 249)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

“**Lot**” means Lot 249 in the Strata Scheme;

“**Owner**” means the owner for the time being of the Lot (being the current owner and all successors);

“**Major Renovations**” means the alterations and additions to the Lot and common property described and shown in the Plans being Bathroom, Ensuite and Laundry Renovation

- Ensuite
 - Walls clad with full slab sheets 5mm Calcutta Wall Paneling
 - Changed tapware
 - Changed vanity & basin
 - Changed Showerscreen
 - Laid flooring over existing flooring
- Main Bathroom
 - Removed Bath
 - Leveled floor and installed flooring over existing flooring
 - Including installation of a waterproof membrane over the ardit flooring leveler product and existing membrane
 - Replaced showerscreen, vanity/basin/tapware
 - Walls clad with full slab sheets 5mm Calcutta Wall Paneling
- Laundry
 - Walls clad with full slab sheets 5mm Calcutta Wall Paneling
 - Replaced tub with cabinetry
 - Laid flooring over existing floors
- Toilet
 - Replaced Toilet
 - Laid flooring over existing floors
 - Walls clad with full slab sheets 5mm Calcutta Wall Paneling
- Waterproofing Certification provided by Blackburn Waterproofing and Tiling indicating that the following areas were waterproofed over existing floor:
 - Shower area base
 - Shower area flashing
 - Shower area walls
 - Perimeter flashing
 - Toilet wall to floor flashing
 - Plumbing penetration floor areas
 - Laundry flashing
 - Laundry wall and floor

“**Major Renovations By-Law**” means Special By-Law No. XX – Major Renovations as amended from time to time;

“**Strata Scheme**” means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
 - b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;
on the conditions of this by-law.

4. Conditions

4.1 The Major Renovations By-Law will apply to the Major Renovations.

4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

Special By-Law 52 – Major Renovations and Building Works (Lot 12)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

“**Lot**” means Lot 12 in the Strata Scheme;

“**Owner**” means the owner for the time being of the Lot (being the current owner and all successors);

“**Plans**” means the plans/drawings prepared by Crystal Bathrooms and dated 07/11/2020 attached to this by-law;

“**Major Renovations**” means the alterations and additions to the Lot and common property described and shown in the Plans being a bathroom renovation;

“**Major Renovations By-Law**” means Special By-Law No. XX – Major Renovations as amended from time to time;

“**Strata Scheme**” means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- b) the special privilege to, at the Owner’s cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;
- d) on the conditions of this by-law.

4. Conditions

4.1 The Major Renovations By-Law will apply to the Major Renovations.

4.2 The Owner must, at the Owner’s cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner’s cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

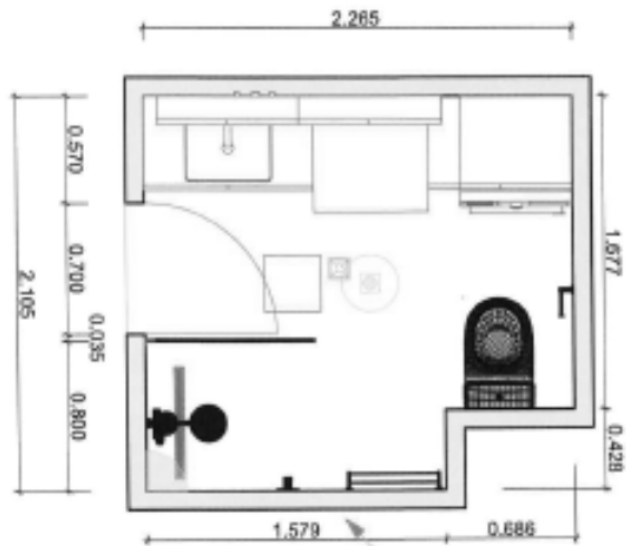
4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.


Crystal Bathrooms
 Address: 2 Medway Steel Besley NSW 2207 Australia
 Website: www.crystalbathrooms.com.au
 Phone: 02 8964 8486
 ABN # 403002540

Drawing Name:
2D Design
 Site address:
 Unit 901, 197 Castlereagh Street,
 Sydney, NSW, 2000

Ceiling Height: 2173mm	Date: 7/11/2020
Floor Height: 2173mm	Drawing Scale: 1:30
Footings Work As Indicated	

Please note:
 These designs are not to exact scale
 but give a good proposal of intended
 renovation project.



Special By-Law 53 – Major Renovations and Building Works (Lot 109)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

“**Lot**” means Lot 109 in the Strata Scheme;

“**Owner**” means the owner for the time being of the Lot (being the current owner and all successors);

“**Plans**” means the plans/drawings prepared by the lot owner and attached to this by-law;

“**Major Renovations**” means the alterations and additions to the Lot and common property described and shown in the Plans being the Main Bathroom, Ensuite and Laundry Renovation plus removal of Stone Step below Sliding doors (Windowsills) (To be replaced with Stone)

Main Bathroom

- Remove all wall and floor tiles
- Remove bath
- Level flooring and install new tiles to wall and floor
- Waterproofing certification to be provided by Instyle Tiling NSW Pty Ltd
- Replace Shower Screen
- Tile supplied by Skheme ‘Tibet Pearl’ in size 600 x 1200mm

Ensuite

- Remove all wall and floor tiles
- Level flooring and install new tiles to wall and floor
- Waterproofing certification to be provided by Instyle Tiling NSW Pty Ltd
- Replace Shower Screen
- Tile supplied by Skheme ‘Tibet Pearl’ in size 600 x 1200mm

Laundry

- Remove all tiles
- Waterproofing certification to be provided by Instyle Tiling NSW Pty Ltd
- Tile supplied by Skheme ‘Tibet Pearl’ in size 600 x 1200mm

“**Major Renovations By-Law**” means Special By-Law No. XX – Major Renovations as amended from time to time;

“**Strata Scheme**” means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- b) the special privilege to, at the Owner’s cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;
- d) on the conditions of this by-law.

4. Conditions

4.1 The Major Renovations By-Law will apply to the Major Renovations.

4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

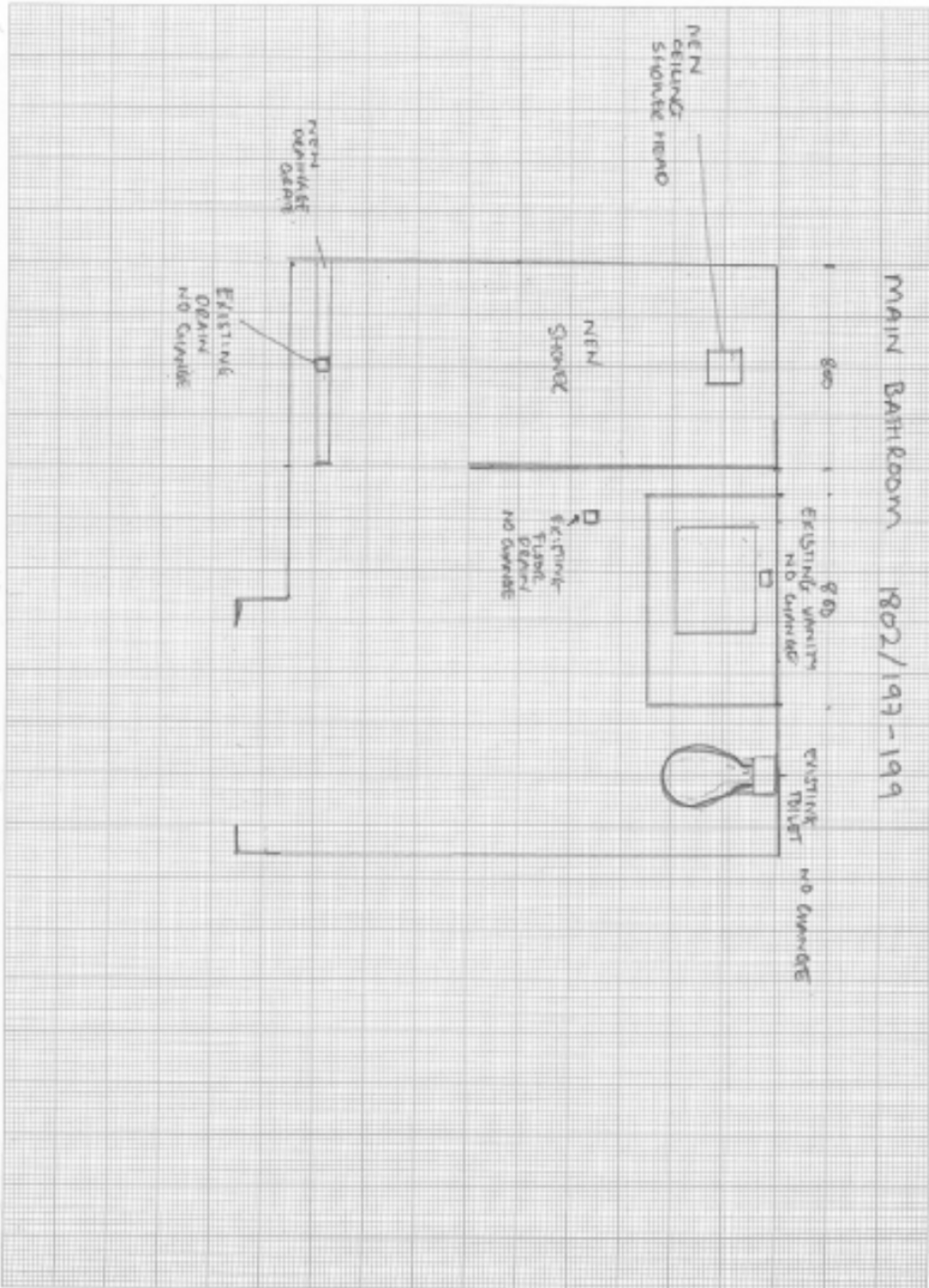
4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

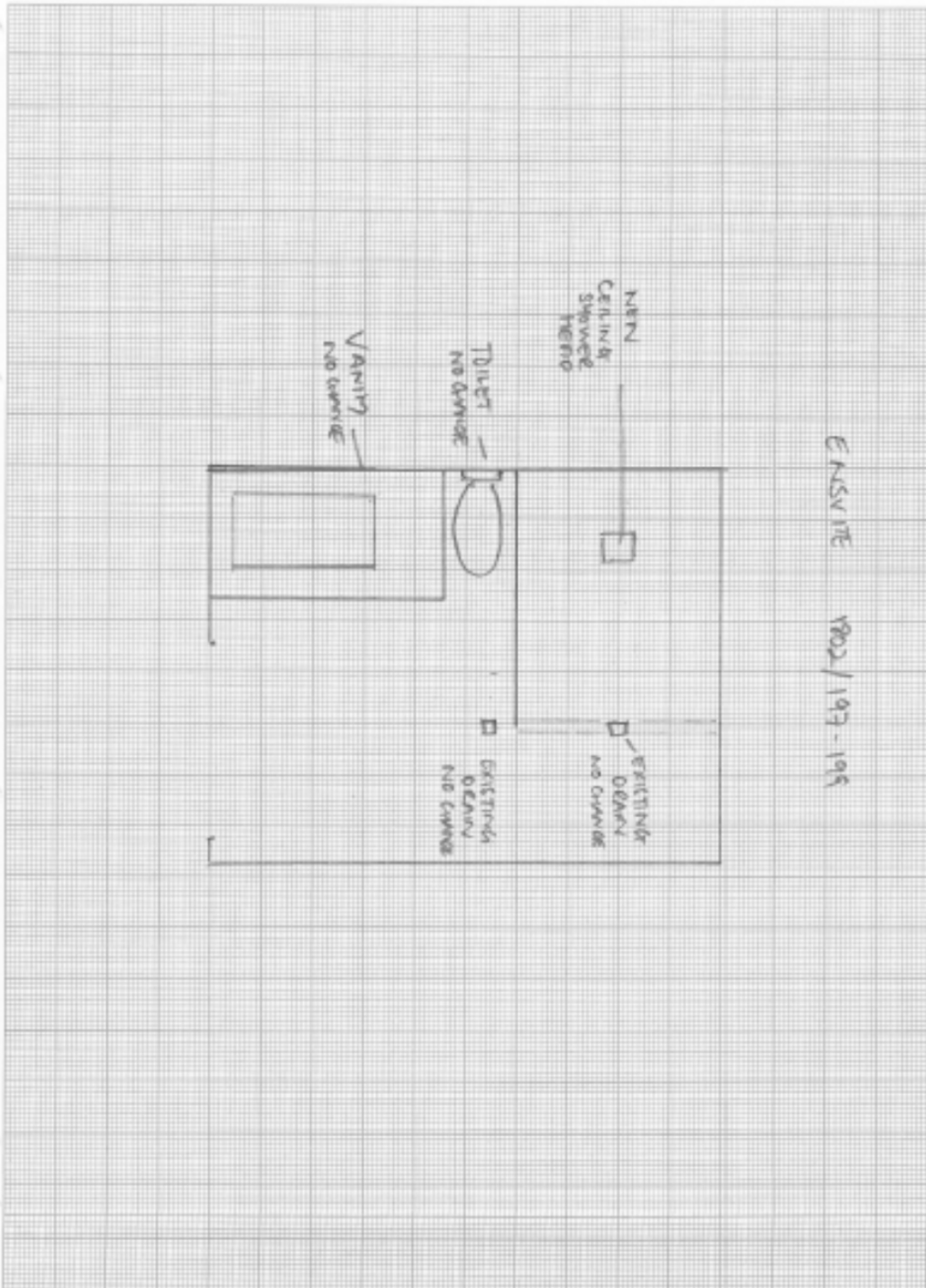
4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

1mm Squares



1mm Squares



ENCLURE 1802/197-198

SPECIAL BY-LAW 54 - RULES AND RECOVERY OF COSTS BY OWNERS CORPORATION

1. Introduction

This by-law set outs general rules you must follow and gives us the right to recover expenses, interest and recovery costs from you if you breach the by-law.

2. Definitions

In this by-law, unless the context or subject matter otherwise indicates or requires:

- 2.1 "**by-laws**" means any by-laws in force in respect of the strata scheme;
- 2.2 "**cleaning costs**" means any cost or expense we incur cleaning or removing rubbish from common property arising out of or as a result of your breach of this by-law;
- 2.3 "**demand**" means a written demand from us to you;
- 2.4 "**denial of access**" means the failure or refusal by you to give us or a contractor engaged by us access to your lot when requested to by us to permit us to exercise any of our functions under the Strata Act or to undertake a fire safety inspection or maintain, repair or replace any fire safety measures on or undertake a pest inspection, extermination or treatment of the common property or your lot;
- 2.5 "**denial of access costs**" means any cost or expense incurred by us arising out of or as a result of a denial of access in breach of this by-law;
- 2.6 "**expenses**" means any cost or expense incurred by us arising out of or as a result of your breach of this by-law including cleaning costs, denial of access costs, false fire alarm expenses, an insurance increase, remedy expenses and repair costs;
- 2.7 "**false alarm**" means the activation of a fire alarm in circumstances where there is no fire or other type of emergency which is likely to cause a risk, hazard or danger to the building or any person in the building by virtue of the incidence of smoke, heat or fire in the building;
- 2.8 "**false alarm expenses**" means any cost or expense incurred by us arising out of or as a result of a false alarm caused by your breach of this by-law including charges imposed on us by Fire & Rescue NSW (such as charges for attending the building in response to a false alarm);
- 2.9 "**insurance increase**" means an amount equal to any increase in an insurance premium payable by us arising out of anything done by you;
- 2.10 "**interest**" means interest payable on expenses in accordance with this by-law;
- 2.11 "**invitee**" includes a guest or contractor;
- 2.12 "**lot**" means a lot in the strata scheme;
- 2.13 "**occupier**" means a person in occupation of a lot and includes a tenant;
- 2.14 "**owner**" means an owner of a lot;
- 2.15 "**recovery costs**" means any cost or expense incurred by us in recovering from you any expenses or interest including strata managing agent's costs and legal costs on an indemnity basis;
- 2.16 "**remedy expenses**" means any cost or expense incurred by us remedying or attempting to remedy your breach of this by-law including consultant's costs;
- 2.17 "**repair costs**" means any cost or expense we incur repairing damage to common property arising out of or as a result of your breach of this by-law;
- 2.18 "**Strata Act**" means the Strata Schemes Management Act 2015;
- 2.19 "**strata scheme**" means the strata scheme to which this by-law applies;
- 2.20 "**us**" or "**we**" means the owners corporation; and
- 2.21 "**you**" means and owner or occupier

3. Interpretation

In this by-law:

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

3.2 references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;

3.3 words importing the singular number include the plural and vice versa;

3.4 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;

3.5 any expression used in this by-law and which is defined in the Strata Act will have the same meaning as that expression has in the Strata Act unless a contrary intention is expressed in this by-law;

3.6 the terms of this by-law are independent of each another. If a term of this by-law is deemed void or unenforceable, it shall be severed from this by-law, and the by-law as a whole will not be deemed void or unenforceable;

3.7 the terms of this by-law apply to the extent permitted by law; and

3.8 if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

4. General Rules

4.1 You must not breach any by-laws.

4.2 You must not cause a false alarm.

4.3 You must not damage common property without the approval in writing of the owners corporation (except where permitted by the Strata Act or a by-law).

4.4 You must not leave or dump rubbish on common property.

4.5 You must not dirty or soil the common property.

4.6 You must not do anything that causes an insurance premium payable by us to increase.

4.7 You must not cause a denial of access.

5. General Obligations

5.1 If you are an owner, you must take all reasonable steps to ensure that any occupier of your lot complies with this by-law.

5.2 You must take all reasonable steps to ensure that your invitees comply with this by-law as if they were you and were bound by this by-law.

6. Payment of Expenses

If you breach this by-law, you are liable to pay or reimburse us for any expenses on demand.

7. Interest on Expenses

If any expenses are not paid by you at the end of one month after they become due and payable, the expenses bear until paid simple interest at the same annual rate as applies to interest on overdue contributions levied by us (currently an annual rate of 10 per cent).

8. Payment of Recovery Costs

You are liable to pay or reimburse us for any recovery costs on demand.

9. Recovery of Expenses, Interest, Etc

We may recover from you as a debt any:

(a) expenses;

(b) interest; and
(c) recovery costs;
for which you are liable.

10. Mode of Recovery of Expenses, Interest, Etc

If you are an owner, we may include reference to any expenses, interest or recovery costs for which you are liable on:

(a) your account with us;
(b) levy notices served on you; and
(c) certificates issued under section 184 of the Strata Act in respect of your lot;
for the purpose of recovering from you as a debt any of those amounts.

11. Appropriation of Payments

We may appropriate any payments you make to us towards expenses, interest and recovery costs in any manner we deem fit.

12. Sale of Lot

If a person becomes an owner of a lot at a time when, under this by-law, a former owner is liable to pay any expenses, interest or recovery costs to us, the person who becomes owner is jointly and severally liable with the former owner to pay those amounts to us.

SPECIAL BY-LAW 55 - POWER TO MAINTAIN A FLOOR FINISH OTHER THAN CARPET WITHIN A LOT

1. DEFINITIONS

(i) The following terms are defined to mean:

“**floor**” means a floor finish, of a room other than a kitchen, bathroom or balcony, within a lot other than carpet.

“**owners**” means each of the owners for the time being in strata scheme 51487.

“**BCA**” means Building Code of Australia.

“**lot**” means each lot within SP51487.

(ii) Where any terms used in this by law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

2 RIGHTS

Subject to the terms and conditions in paragraph 3 of this by-law, the owners will have a special privilege to install and maintain a floor to the lot.

3 TERMS AND CONDITIONS

Maintenance

(i) Owners must ensure that all floor space within an owner's lot is covered or otherwise treated to stop the transmission of noise that might unreasonably disturb another owner or occupier.

- (ii) The owners must not damage the common property to which the floor is attached, however any damage caused shall be rectified at the Owners expense.
- (iii) The owners must properly maintain and keep the floor in a state of good and serviceable repair and must replace the floor as required from time to time.
- (iv) The owners must control all noise emissions, particularly impact noise, that may inconvenience neighbours, including but not limited to, dropping hard objects, dragging of chairs, hard heeled shoes TVs and entertainment systems.

Performance of Works

- (i) When installing the floor to the lot, the owners must:
 - (a) obtain the written approval of the owners corporation prior to the installation of the floor;
 - (b) only install a floor that is of a specification approved by the owners corporation, with an acoustic underlay with a minimum thickness of 6mm and must be the minimum standard prescribed by the BCA or acoustic rating of FIIC 60 (verified by testing conducted at a CSIRO or similar laboratory) or greater, from time to time;
 - (c) provide to the Owners Corporation an acoustic report (in a form approved by the Owners Corporation} signed by an acoustic engineer or other appropriately qualified person following the installation of the floor to demonstrate compliance with this by law;
 - (d) ensure that no transmission of noise will occur once the floor is installed that might unreasonably disturb another owner or occupier,
 - (e) protect all areas of the building outside the lot from damage when installing the floor;
 - (f) keep all areas of the building outside the lot clean and tidy when installing the floor;
 - (g) only install a floor during the times approved by the owners corporation;
 - (h) remove all debris and building products resulting from the installation of the floor;
 - (i) comply with the requirements of the owners corporation to comply with any other by laws concerning the installation of a floor.
 - (j) Permit inspection by the building manager on behalf of the executive committee during performance of the work.
 - (k) On completion of the work, the owner must provide a written certification, that the terms of this by-law have been complied with, signed by the installer or an accredited building consultant, to the building manager as agent for the Owners Corporation.

Liability

- (i) The owners will be liable for any damage caused to any part of the common property as a result of the installation or attachment of a floor to the common property and will make good that damage immediately after it has occurred.
- (ii) The owners must indemnify the owners corporation against any loss or damage the owners corporation may suffer as a result of installing a floor to common property excluding liability under Section 65(6) in respect of any property of the owners.
- (iii) The owners must accept all responsibility for and all liability from the failure the control of any noise emissions, particularly impact noise that may inconvenience neighbours, including but not limited to, dragging of chairs, hard heeled shoes, entertainment systems etc.

Cost of Timber Floor

- (i) The installation, maintenance, repair or replacement of a floor will be at the cost of the owners.
- (ii) The cost of all acoustic tests, reports and other documents shall be at the owner's expense.

Right to Remedy Default

(i) If the owners fail to comply with any obligation under this by-law, THEN the owners corporation may:

- a) carry out all the work necessary to perform that obligation;
- b) enter upon any part of the parcel to carry out that work; and
- c) recover the cost of carrying out that work from the defaulting owner.