

SYNERGY HORNSBY BY LAWS

Strata Plan 99921

117 PACIFIC HIGHWAY, HORNSBY NSW 2077

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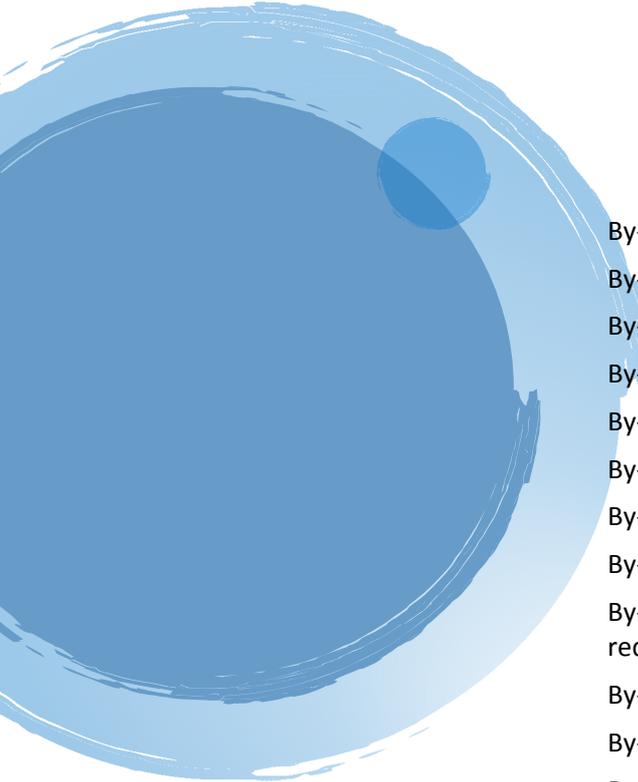
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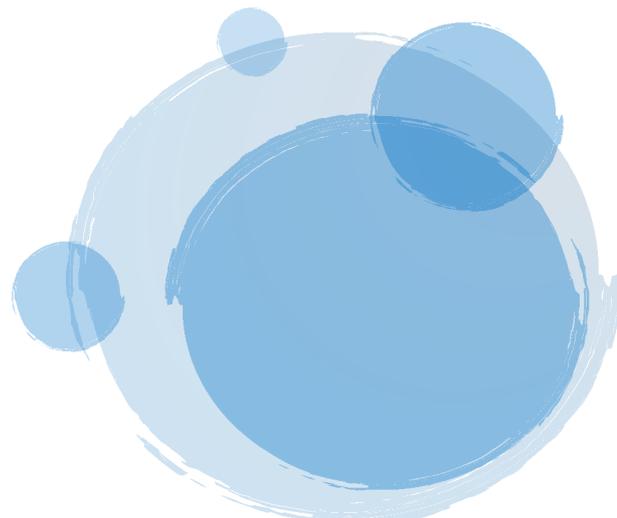
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By-Law 1. Preamble

1.1 This is a mix residential and commercial strata scheme comprising 106 residential lots and 1 commercial lot.

1.2 Pursuant to section 135 of the *Strata Schemes Management Act 2015*, these By-Laws are binding on the Owners Corporation and the owners and any mortgagee or covenant chargee in possession, or lessee or occupier, of a lot.

1.3 The intended effect and purpose of these By-Laws are to promote a harmonious community style living environment for the Owners and Occupiers of the Scheme by ensuring the Owners Corporation can effectively control, manage and administer the use or enjoyment of the lots and common property for the Scheme as set out in these By-Laws.

By-Law 2. Interpretation

2.1 In these By-Laws:

"4 Star Rating" means the 4 Star Rating of the Association of Australian Acoustical Consultants, namely:

(a) Airborne Sound Insulation of not less than $DnT,w + Ctr = 45$; and

(b) Impact Sound Isolation of not more than $LnT,w = 50$.

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

"Authority" means any government, semi government, statutory, public, private or other authority having any jurisdiction over the Lot or the Building including the Council.

"Balcony" means a balcony or courtyard in a Lot.

"BASIX" means the Building Sustainability Index requirements under Government legislation.

"Building" means any of the buildings comprising the Scheme.

"Car Wash Bay" means any part of the Common Property designated by the Owners Corporation for washing vehicle.

"Commercial Lots" means lot 107.

"Common Property" means the Common Property in the Scheme and any personal property vested in the Owners Corporation.

"Council" means Hornsby Shire Council.

"Development Act" means the *Strata Schemes Development Act 2015*.

"Development Consent" means the determination of Development Application No. 1089/2014 issued by Council as amended from time to time.

"Development Works" means any works required to be performed by the Original Owner to complete the terms of Development Consent, to fulfil contractual obligations concerning works required to Lots held by the Original Owner and to Common Property.

"Easements" means easements, positive covenants and restrictions on use which burden or benefit the Scheme (or part of it).

"Emergency Evacuation Plan" means the emergency evacuation plan prepared by the Owners Corporation as amended from time to time.

"Grease Arrestor" means any grease arrestor and associated plant and equipment located on Common Property.

"Hard Surface Flooring" means any flooring material that is not carpet or other soft covering.

"Kitchen Exhaust Area" means that part of the Common Property in which an Owner or Occupier may install and maintain the Kitchen Exhaust Fan.

"Kitchen Exhaust Ductwork" means the ductwork and associated services located within the Common Property for the purpose of connection to the Kitchen Exhaust System.

"Kitchen Exhaust Fan" means the kitchen exhaust fan and associated plant and equipment which is installed, or is to be installed by an Owner or Occupier within the Kitchen Exhaust Area.

"Kitchen Exhaust Systems" means the kitchen exhaust, fan, range-hood and associated plant and equipment which is installed, or is to be installed by an Owner or Occupier and includes:

- (a) the kitchen exhaust, fan, range-hood and associated plant and equipment installed within the Lot;
- (b) the Kitchen Exhaust Fan located within the Kitchen Exhaust Area; and
- (c) the reticulation of pipes, wires and associated services between the Kitchen Exhaust Fan and that part of the Kitchen Exhaust System located on the Lot.

"**Lot**" has the meaning given in section 4 of the Development Act.

"**Occupier**" means the occupier, lessee, or person in lawful occupation of a Lot.

"**Original Owner**" has the meaning given in section 4 of the Development Act.

"**Owner**" means the registered proprietor of a Lot.

"**Owners Corporation**" means the owners corporation constituted on registration of the Strata Plan.

"**Privacy Louvres**" means any privacy louvre and screens to certain Lot and horizontal and vertical suspended screens fixed to a façade.

"**Residential Lots**" means lots 1 to 106 inclusive.

"**Services**" include:

- (a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;
- (b) the provision of sewerage and drainage;
- (c) transmission by telephone, radio, television, satellite or other means;
- (d) the provision of security systems; and
- (e) any other facility, supply or transmission.

"**Scheme**" means the strata scheme, being the parcel upon which the Lots and Common Property are constituted on registration of the strata plan.

"**Secretary**" means the Secretary of the Owners Corporation.

"**Sign**" means any sign, light, advertisement, name or notice, or similar device.

"**Strata Manager**" means the person appointed by the Owners Corporation as its managing agent under section 49 of the Act.

"**Strata Plan**" means the strata plan registered with these By-Laws.

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

2.3 A word appearing and not defined in these By-Laws but defined in the Act has the meaning under the Act.

2.4 If the whole or any part of a provision of these By-Laws is invalid or unenforceable, the validity or enforceability of the remaining By-Laws is not affected.

2.5 Headings are inserted for convenience of reference only and must be ignored in the interpretation of these By-Laws.

2.6 The word "includes" in any form is not a word of limitation.

2.7 A reference to law includes all law amending, consolidating or replacing law.

By-Law 3. Noise

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

By-Law 4. Vehicles and parking spaces

4.1 An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property or permit any invitees of the Owner or Occupier to park or stand any motor or other vehicle on Common Property except with the prior written approval of the Owners Corporation.

4.2 The visitor car spaces form part of the Common Property. They are available only for temporary use by visitors. An Owner or Occupier must not park or stand a vehicle in the visitor car spaces

4.3 An Owner or Occupier must not cause or permit his car space to be enclosed by the placement of ply or other "solid" wall or panelling, except with caging which permit cross flow ventilation subject to the Owners Corporation's written approval.

Storage of Bicycles

4.4 An Owner or Occupier must not:

- (a) permit any bicycle to be stored on the Common Property, other than in area as may be designated by the Owners Corporation from time to time as a bicycle storage area; and
- (b) permit any bicycle to be kept in any part of the Common Property including the foyer, stairwells, hallways, garden areas, walkways or other parts of the Common Property (other than in any area designated under By-Law 4.4(a)).

Adaptable Unit Parking Spaces

4.5 That part of the Common Property denoted "SHARED ZONE" on the Strata Plan (**Shared Zone Area**) is available for the exclusive use of the Owners and Occupiers of those Lots adjacent to the Shared Zone Area if the Lot is designated as an adaptable unit to enable the Owner or Occupier the use of the Common Property to assist in their ingress and egress from vehicles.

4.6 The Shared Zone Area under By-Law 4.5 may not be used for the parking of a second vehicle or for storage or for any other use other than the use as described in By-Law 4.5.

Car Wash Bay

4.7 An Owner or Occupier, when using the Car Wash Bay must ensure that the area is kept clean and all rubbish is removed from the area.

4.8 When using the Car Wash Bay, an Owner or Occupier must:

- (a) not unreasonably obstruct the use of the Car Wash Bay by other Owners and Occupiers;
- (b) not leave a vehicle parked in the Car Wash Bay for any longer than is reasonably necessary for washing the vehicle;
- (c) immediately move their vehicle from the Car Wash Bay after washing;
- (d) ensure any water splashing does not affect any adjoining car spaces;
- (e) turn off all taps used; and
- (f) ensure that the Car Wash Bay and surrounding area is kept clean and all rubbish is removed from the area.

4.9 An Owner or Occupier must comply with any relevant laws and any rules made by the Owners Corporation in relation to the use of the Car Wash Bay.

Restriction on Parking in Designated Retail Parking Areas

4.10 An Owner or Occupier of a Residential Lot must not park or stand any motor or other vehicle on Common Property designated for use as a retail parking area including but not limited to loading zones.

4.11 The Owners Corporation shall have the following powers and authorities, in respect of vehicle parked in a designated retail parking area or contrary to these By-Laws:

- (a) the power to remove the vehicle;
- (b) the power to detain the vehicle by such reasonable means as the Owners Corporation determines; and
- (c) the power to recover the costs of exercising any power pursuant to this By-Law from the Owner or Occupier in default.

By-Law 5. Obstruction of Common Property

An Owner or Occupier of a Lot must not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis.

By-Law 6. Damage to lawns and plants on Common Property

An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation:

- 6.1 damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property, or
- 6.2 use for his own purposes as a garden any portion of the Common Property.

By-Law 7. Damage to Common Property

7.1 An Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the prior written approval of the Owners Corporation.

7.2 An approval given by the Owners Corporation under By-Law 7.1 cannot authorise any additions to the Common Property.

7.3 This By-Law does not prevent an Owner or person authorised by an Owner from installing, subject to the approval of the Owners Corporation;

(a) any locking device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot; or

(b) any screen or other device to prevent entry of animals or insects on the Lot; or

(c) any structure or device to prevent harm to children; or

(d) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot.

7.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must, except for items attached to the inner surfaces of walls, have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.

7.5 Despite section 106 of the Act, the Owner of a Lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in By-Law 7.3 that forms part of the Common Property and that services the Lot; and

(b) repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in By-Law 7.3 that forms part of the Common Property and that services the Lot.

By-Law 8. Behaviour of Owners and Occupiers

An Owner or Occupier of a Lot:

8.1 when on Common Property must be adequately clothed and must not:

- (a) do anything on the Lot or the Common Property which is illegal; or
(b) use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot, their visitors or to any person lawfully using Common Property;
- 8.2 must not smoke in stairwells, lifts, foyers and the car park forming part of the Common Property or such other parts of the Common Property as the Owners Corporation may designate or the Act may prescribe from time to time; and
- 8.3 must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any invitee of the Owner or Occupier, on the Lot does not penetrate to the Common Property or any other Lot.
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By-Law 9. Children playing on Common Property

An Owner or Occupier of a Lot must not permit any child of whom the Owner or Occupier has control to play on Common Property within the Building or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a car parking area or other area of possible danger or hazard to children.

By-Law 10. Behaviour of invitees

An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or Occupier:

10.1 do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property; and

10.2 do not do anything an Owner or Occupier of a Lot is otherwise prohibited from doing under these By-Laws.

By-Law 11. Depositing rubbish and other material on Common Property

An Owner or Occupier of a Lot must not deposit, discard or throw on the Common Property any rubbish, dirt, dust or other material or item except with the prior written approval of the Owners Corporation.

By-Law 12. Drying of laundry items

An Owner 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.

By-Law 13. Cleaning windows and doors

An Owner or Occupier of a Lot must keep clean all glass (including exterior surfaces) in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:

- 13.1 the Owners Corporation resolves that it will keep the glass or specified part of the glass clean (and the Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the Owner or Occupier safely or at all); or
- 13.2 that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.
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By-Law 14. Storage of inflammable liquids and other substances and materials

14.1 An Owner or Occupier of a Lot must not, except without the prior written approval of the Owners Corporation, use or store on the Lot or the Common Property any inflammable chemical, liquid or gas, or other inflammable materials.

14.2 This By-Law does not apply to chemicals, liquids, gases or other material normally used or intended to be used for permitted purposes associated with a Lot or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

By-Law 15. Carriage of goods, furniture and other objects on or through Common Property

15.1 An Owner or Occupier of a Lot shall not move furniture or large object through or on Common Property areas:
(a) except between the hours of 9:00am and 5:00pm Monday to Friday and Saturday between 9:00am and noon; and
(b) not on any Sunday or public holiday; or
(c) at other times without the prior written approval of the Owners Corporation.

15.2 An Owner or Occupier of a Lot shall not move furniture or large object without providing the Strata Manager and Building manager on site at least two (2) days' notice in writing.

15.3 The Strata Manager or Building manager may specify how and when furniture and large object may be moved through or on Common Property areas, require the payment of a bond, to be used as set out in this By-Law, may require the use of drop sheets or coverings on the floor or walls of a lift, or other specified area of Common Property and may give other directions.

15.4 An Owner or Occupier of a Lot must supervise any removalist or other person engaged by him to move furniture or large object to ensure that no damage is done to the Common Property.

15.5 An Owner or Occupier of a Lot shall not misuse or permit to be misused any lift within the Building and shall not obstruct or damage the same or otherwise interfere with or impede its normal operation.

15.6 An Owner or Occupier of a Lot must at his expense rectify any damage caused to the Common Property by the moving of furniture or other objects. Such rectification may include the repainting of marked walls.

15.7 An Owner or Occupier of a Lot must ensure the Common Property is left in a clean and tidy state following the moving of furniture or any object.

15.8 An Owner or Occupier of a Lot must at his expense clean any part of the Common Property necessary as a consequence of the moving of furniture or other objects.

By-Law 16. Floor coverings

16.1 An Owner or Occupier of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.

16.2 No Hard Surface Flooring is permitted in Residential Lots unless such flooring has at least a 4 Star Rating.

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

By-Law 17. Garbage disposal

17.1 An Owner or Occupier of a Lot must:

- (a) maintain within the lot in a clean and dry condition and adequately covered a receptacle for garbage;
- (b) dispose of garbage and recyclable material by placing it in the appropriate receptacle designated by the Owners Corporation for that purpose;
- (c) ensure that before refuse is placed in any receptacle it is securely wrapped or, in the case of tins or other containers, completely drained;
- (d) promptly remove anything which the Owner, Occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled;

(e) comply with the directions from time to time of the Owners Corporation as to the manner of disposal of garbage;
(f) comply with Council's requirements for the storage, handling and collection of garbage, waste and recyclable material; and

(g) notify the Council and Owners Corporation as appropriate of any loss of, or damage to, receptacles provided by the Council for garbage, recyclable material or waste.

17.2 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 the Council's requirements.

17.3 An Owner or Occupier must:

(a) immediately clean up any spillage of waste, garbage or recyclable material on Common Property which is caused by that Owner or Occupier; and

(b) not place large items in a garbage chute that might cause a blockage including cardboard boxes or packing material.

17.4 If an Owner or Occupier does not comply with this By-law 17, the Owners Corporation must clean up the spillage or remove the blockage and can charge the Owner or Occupier a reasonable fee for doing so.

By-Law 18. Keeping of animals

18.1 Subject to section 139(5) of the Act, an Owner or Occupier of a Lot must not, without the prior written approval of the Owners Corporation, keep any animal on the Lot or the Common Property.

18.2 The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a Lot or the Common Property.

18.3 If the Owners Corporation approves the keeping of an animal by the Owner or Occupier, the Owner or Occupier must:

(a) provide a detailed description and a photograph (if available) of the animal proposed to be kept to the Owners Corporation;

(b) keep the animal in compliance with the *Companion Animals Act 1998*;

(c) keep the animal within the Lot;

(d) carry the animal when it is on the Common Property;

(e) comply with any directions or guidelines as may be published by the Owners Corporation;

(f) do all acts and things necessary to ensure that the animal does not cause any noise or engage in any behaviour likely to interfere with the peaceful enjoyment of an Owner or Occupier of another Lot or of any person lawfully using the Common Property;

(g) take such action as may be necessary to clean all areas of the Lot or the Common Property that are soiled by the animal; and

(h) remain liable for any damage to Lot or Common Property arising out of the keeping of the animal and indemnify and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the keeping of the animal including any damage to any personal, Lot or common property and any cleaning costs.

18.4 If an Owner or Occupier of a Lot who keeps an animal fails to comply with any term of this By-Law or any additional term of permission stipulated by the Owners Corporation then the Owners Corporation may at its absolute discretion revoke any approval given under this By-Law and give notice to the Owner or Occupier to remove the animal from the Scheme.

18.5 An Owner or Occupier must not allow any visitor to bring any animal onto Lot or Common Property unless the animal is a guide dog, hearing dog or other animal trained to assist in alleviating the effect of a disability and the visitor needs the dog or other animal because of a visual, hearing or other disability.

By-Law 19. Appearance of Lot

The Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation,

maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Building.

By-Law 20. Colour schemes

An Owner or Occupier must obtain prior written approval from the Owners Corporation before changing the colour or surface of any wall, window, door, floor, ceiling or other surface in the Lot or Common Property if it is visible from outside the Lot.

By-Law 21. Window treatments, curtains and blinds, flyscreens

21.1 An Owner or Occupier shall not hang any window dressing in any window or door that faces public or common areas other than a blind or other cover approved by the Original Owner or Owners Corporation.

21.2 Any blind in a window must be or have a backing that is coloured white.

21.3 All window dressings must be of a type approved by the Owners Corporation.

21.4 All window coverings must be of a uniform appearance from outside the Building.

By-Law 22. Change in use of Lot to be notified

22.1 At least 21 days before changing the existing use of a Lot, an Owner or Occupier of the Lot must notify the Owners Corporation:

(a) of the change;

(b) whether the change may affect the insurance premiums for the Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot); and

(c) whether the change will involve the Lot being used for any temporary or short term rental of rooms, serviced apartments, backpacker accommodation or holiday tenancies.

22.2 Nothing in this By-Law should be construed as authorising any Owner or Occupier of any Lot to change the use of his Lot. Any use of a Lot must comply with the requirements of the Development Consent, the requirements of Council, these By-Laws and the provisions of the *Environmental Planning and Assessment Act 1979*.

22.3 If any change of use of a Lot as notified to the Owners Corporation under By-Law 22.1 causes an increase in the insurance premiums for the Scheme THEN the Owner of the Lot whose use caused the increase will be liable to the Owners Corporation for the differential in the new premium and will pay the Owners Corporation that amount as required under the Act.

By-Law 23. Privacy Louvres

23.1 Owners of Lots that have screening devices and fixed louvres attached to balconies of their Lot as at the date of registration of the Strata Plan have the exclusive use and enjoyment of those screening devices and fixed louvres on the terms of this By-Law 23.

23.2 The Owners referred to in By-Law 23.1 are responsible for the repair, maintenance and replacement of screening devices and fixed louvres at their cost and must ensure that the screening devices and fixed louvres are kept in good and serviceable repair.

23.3 If an Owner does not carry out its obligations under this by-law, the Owners Corporation, at the Owner's cost, can exercise the powers granted under By-Law 42 to ensure the screening devices and fixed louvres are adequately maintained.

23.4 If an Owner wishes to replace the screening devices and fixed louvres the Owner must obtain the consent of the Owners Corporation which may be granted with conditions.

By-Law 24. Balconies and terraces

24.1 An Owner or Occupier of a Lot may keep planter boxes, pot plants and occasional furniture and outdoor recreational equipment on the balcony or terrace of the Lot only if they:

- (a) are of a type approved by the Owners Corporation;
- (b) will not cause damage to the Common Property;
- (c) are not dangerous; and
- (d) are high quality metal, glass or timber, commensurate with the quality and in keeping with the appearance of the Building.

24.2 Wherever planter boxes are placed on balcony or terrace of a Lot, the Owner or Occupier must:

- (a) obtain the Owners Corporation's prior written approval to keep the types of plants in the planter box;
- (b) properly maintain the soil and plants in the planter box;
- (c) ensure that water from the planter box does not leak, spill or spray onto another Lot or Common Property;
- (d) ensure that his use of the planter box does not cause any nuisance, hazard or damage to another Lot or to the Common Property;
- (e) ensure that the landscaping and plants are kept neat and tidy at all times;
- (f) ensure that no landscaping or plants hang or grow over the edge of the balcony; and
- (g) ensure no floor waste, drain and/or overflow is obstructed.

24.3 To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require the Owner, at the Owner's cost, to temporarily remove and store items from the balcony or terrace of the Lot.

24.4 If there is a breach of this By-Law, the Owners Corporation may require any Owner or Occupier to remove, at their own expense, the item from the balcony or terrace.

By-Law 25. Obligation to maintain landscaping, lawns and gardens

25.1 The Owner or Occupier must keep all landscaping, planter boxes, lawns and gardens on his Lot in good order and condition.

25.2 If the Owner or Occupier does not maintain the landscaping, planter boxes, lawns and gardens on his Lot in good order, the Owners Corporation may engage a contractor to maintain, replace and make good the landscape areas. The Owner or Occupier of the Lot shall reimburse the Owners Corporation for these costs.

By-Law 26. Common Property landscaping and pruning

26.1 The Owners Corporation shall be responsible for the establishment and maintenance of all landscaping on Common Property. The Owners Corporation may arrange for a garden maintenance contractor to maintain the landscaping on Common Property.

26.2 Subject to By-Law 25.2, the Owners Corporation shall be responsible for the maintenance, pruning, removal or replacement (if required) of trees greater than 4 metres in height in courtyards of Lots.

By-Law 27. Garden sheds and other outbuildings

No garden sheds or other outbuildings or structures shall be erected on any Lot without the prior written approval of the Owners Corporation and, if required, the approval of Council.

By-Law 28. Signs

No sign, notice or advertisement may be displayed on the Scheme that is visible from outside a Lot without the prior written approval of the Owners Corporation.

By-Law 29. Noticeboard

The Owners Corporation must cause a noticeboard to be affixed to some part of the Common Property.

By-Law 30. Provision of amenities or services

30.1 The Owners Corporation may enter into arrangements for the provision of amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots. Such amenities or services include, but are not limited to, the following:

- (a) window cleaning;
- (b) garbage disposal and recycling services;
- (c) electricity, water or gas supply;
- (d) telecommunication services;
- (e) landscaping and gardening;
- (f) general cleaning; and
- (g) security services.

30.2 If the Owners Corporation resolves to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Embedded Network Services

30.3 The Owners Corporation has the power to appoint and enter into agreements with embedded network suppliers for the installation of embedded networks in the Building for the supply of services to Lots and Common Property.

30.4 The Owners Corporation may enter into agreements with embedded network suppliers during the Initial Period.

30.5 The Owners Corporation cannot delegate its functions or the functions of its Strata Committee to an embedded network supplier.

30.6 If the Owners Corporation enters into an agreement with an embedded network supplier, the term of the agreement must not exceed the period permitted by law.

By-Law 31. Commercial Lots and facilities

Fit-out

31.1 The Owner or Occupier of Commercial Lots must ensure that any internal fit-out (and the upgrade of any services) of those Commercial Lots:

- (a) is completed using high quality finishes and materials and in a proper and workmanlike manner by licensed and suitably qualified persons;
- (b) has the prior written approval of the Original Owner prior to registration of the Strata Plan or the Owners Corporation thereafter;
- (c) has the prior approval of Council or any other relevant authorities that have jurisdiction over the Scheme or Building for such fit-out; and
- (d) complies with all relevant building codes and the requirements of any relevant authorities.

31.2 The Original Owner and Owners Corporation must not unreasonably withhold its consent to any request for approval by Commercial Lot Owners or Occupiers for a fit-out (and/or upgrade of any services) of Commercial Lots

provided the fit-out (and/or upgrade of any services) is in keeping with the appearance, aesthetics, architectural integrity and high quality of the Building.

31.3 Approval of the Original Owner or Owners Corporation to a fit-out will constitute approval to the lodgment of a development application to the Council or any other authorities for that approval fit-out (if required by law).

31.4 Any items installed in a Commercial Lot during fit-out or carrying out of works (including items installed prior to registration of the Strata Plan) are part of that Commercial Lot and are not Common Property.

31.5 The Owners Corporation may require the provision of a bond prior to the carrying out of a fit-out to a Commercial Lot.

Signage

31.6 Commercial Lot Owners or Occupiers may without the approval of the Owners Corporation erect appropriate trade or business signage in respect of a Commercial Lot to the glass façade and awning of the Building within the Commercial Lot, provided that:

(a) it is not flashing;

(b) it has colour, size and letter style consistent with the nature of the Building;

(c) if the signage is connected to power such power must run off the Commercial Lot's switchboard and must not be connected to the Owners Corporation's power supply;

(d) the Commercial Lot Owners or Occupiers are solely responsible for any maintenance or repair associated with that signage;

(e) all necessary consents or approvals have been obtained from any relevant government agencies; and

(f) it complies with any guidelines or rules determined by the Owners Corporation pursuant to this By-Law.

Shopfront windows

31.7 Each Commercial Lot Owner has exclusive use of the shopfront window forming part of that Commercial Lot.

31.8 Each Commercial Lot Owner is responsible for the repair, maintenance and replacement of the shopfront window forming part of that Commercial Lot.

31.9 Each Commercial Lot Owner must keep the Owners Corporation indemnified from and against claims, demands and liability of any kind which may arise in respect of that Commercial Lot's shopfront window.

31.10 Any addition or installation to Commercial Lot shopfront window must only be made in accordance with the Development Consent.

31.11 Commercial Lot Owners are not required to obtain prior approval of the Owners Corporation to replace the shopfront windows, provided that the proposed replacement shopfront windows comply with the requirements of any relevant Authority.

Businesses operation

31.12 An Owner or Occupier of a Commercial Lot must only use the Commercial Lot for any purpose approved by the relevant Authority and Owners Corporation, and ensure that any businesses operated from the Commercial Lot are always conducted in a proper and professional matter so as to maintain the security, cleanliness and good reputation of the Building.

31.13 The Original Owner and Owners Corporation must not unreasonably withhold consent to any request for approval by a Commercial Lot Owner or Occupier for a proposed use of a Commercial Lot provided the use is not prohibited by law.

31.14 Approval of the Owners Corporation to the use of the Commercial Lot will constitute approval to the lodgment of a development application for that approved use to the Council or any other Authority (if required by law).

Noise, odour and hours of operation

31.15 Commercial Lot Owners and Occupiers:

(a) must not create any noise on the Commercial Lots or the Common Property that contravenes the laws governing noise pollution;

(b) must ensure no offensive or strong odours emanate from the Commercial Lots; and

(c) subject to By-Law 31.16, must only conduct or permit to be conducted commercial or business activities on the Commercial Lots on any day or hours of operation imposed by the Council or a relevant government agency.

31.16 Commercial or business activities may be conducted on Commercial Lots provided doing so does not contravene restrictions imposed by the Council or any relevant government agency.

Pest control

31.17 Commercial Lot Owners and Occupiers must, at its own cost, ensure that regular pest control is carried out at least once per calendar year within the Commercial Lots and areas over which the Commercial Lot Owners and Occupiers have exclusive use so as to eradicate pests. If required by the Owners Corporation, a report carried out by the pest exterminator must be furnished to evidence compliance with this By-Law.

Slab penetration

31.18 Commercial Lot Owners have the special privilege of penetrating that part of the Common Property being the slab contained within the Commercial Lots with the consents of the Owners Corporation and on the following conditions:

- (a) prior to carrying out of any penetration works, the Owners must provide a report by a suitably qualified engineer certifying that the proposed works will not impact on the structural integrity of the Building; and
- (b) the Owners must keep the Owners Corporation indemnified from and against claims, demands and liability of any kind which may arise in respect of the penetration of the slab.

31.19 Commercial Lot Owners may allow the Occupiers of the lot to exercise the special privilege rights of the Owners under By-Law 31.18, but must remain liable for all obligations under these By-Laws.

Deliveries and loading dock

31.20 The Owners Corporation may, from time to time, make rules and impose conditions in relation to the use of any loading dock in the Building including the hours in which access is permitted provided that such rules will not adversely impact on the use and operation of the Commercial Lots.

31.21 All deliveries must be made via the loading dock (if any).

31.22 An Owner or Occupier must not use any loading dock in the Building other than for loading or unloading of deliveries.

31.23 Garbage, waste or packing materials and perishable, cold or food related items must not be stored in the loading dock.

Garbage Disposal

31.24 The Common Property garbage room is reserved for use by Owners and Occupiers of Residential Lots and must not be used by the Owners or Occupiers of a Commercial Lot. Owners or Occupiers of a Commercial Lot must only place garbage and waste in the garbage storage area located on the Commercial Lot.

31.25 If the Commercial Lot is used for the operation of a restaurant, café or other food businesses, the Owner or Occupier of the Commercial Lot must, at its own costs:

- (a) ensure any garbage or trade waste that the business, occupation or use of the Lot generates do not release odour into the Common Property or other Lot;
- (b) enter into arrangements with third party contractors to collect any garbage or trade waste that the business, occupation or use of the Lot generates;
- (c) provide copies of the relevant agreements contemplated in this By-Law to the Owners Corporation; and
- (d) comply with the relevant Authority's requirements for the storage, handling and collection of garbage and trade waste.

Grease Arrestor

31.26 Only a Commercial Lot may connect to the Grease Arrestor.

31.27 The Owner or Occupier of a Commercial Lot connected to the Grease Arrestor:

- (a) is responsible for the costs of the operation, cleaning, repair and maintenance of the Grease Arrestor (whether the Grease Arrestor is used or not);
- (b) must only carry out maintenance of the Grease Arrestor between the hours of 9.00 am and 5.00 pm weekdays (excluding public holidays) and only with prior arrangement with the Owners Corporation;
- (c) must comply with the requirements of relevant Authority and Owners Corporation;
- (d) must not exceed the capacity of the Grease Arrestor;
- (e) must ensure there is no build up of grease that may attract vermin or create fire risk or other hazards; and

(f) must ensure the operation, cleaning, repair and maintenance of the Grease Arrestor is carried out in a manner which minimises the spread of odour and complies with industry best practice.

31.28 In the event that the Owner or Occupier of the Commercial Lot fails to clean, repair or maintain the Grease Arrestor so as to prevent any damage to the Building, the Owners Corporation must, at the cost of the Owners or Occupiers of the Lot connected to the Grease Arrestor, undertake any works necessary to clean, repair and/or maintain the Grease Arrestor.

31.29 The Owner of a Lot connected to the Grease Arrestor must pay the costs of the Owners Corporation under By-Law 31.28 in proportion to their Lot area on the Strata Plan (whether the Grease Arrestor is used or not).

31.30 The Owner of a Lot connected to the Grease Arrestor must keep the Owners Corporation indemnified from and against claims, demands and liability of any kind which may arise in respect of all operation, cleaning, repair and maintenance expenses, damage to the Building, damage to any property or death of or injury to any person arising out of the use and operation of the Grease Arrestor.

Kitchen Exhaust

31.31 Subject to By-Laws 31.32 to 31.40, the Owners and Occupiers of a Commercial Lot may install Kitchen Exhaust Systems to connect to the Kitchen Exhaust Ductwork.

31.32 Any proposed Kitchen Exhaust System to be installed by Owner or Occupier must:

- (a) be compatible with the Kitchen Exhaust Ductwork;
- (b) not interfere with the structural integrity of the Building;
- (c) not interfere with any Building services;
- (d) not interfere with or damage any waterproofing and Building membranes;
- (e) not give rise to the transmission of “offensive noise” as defined in the *Protection of the Environment Operations Act 1997* as amended or replaced;
- (f) comply with the requirements of these By-Laws;
- (g) comply with any relevant Authority requirements;
- (h) be installed, operated and maintained to prevent vibration;
- (i) be installed, operated and maintained in a manner which minimises the spread of odour; and
- (j) be connected to the electrical supply of the Lot.

31.33 Notwithstanding By-Law 31.32, if an Owner or Occupier intends to install a Kitchen Exhaust System that may require works to be undertaken and a change to be made to the Kitchen Exhaust Ductwork, then the Owner or Occupier must:

- (a) obtain the prior consent of the Owners Corporation to install the Kitchen Exhaust System and undertake the works required; and
- (b) pay the costs associated with the installation of the Kitchen Exhaust System and any rectification works required to be undertaken to the Kitchen Exhaust Ductwork, Building service or waterproofing and Building membranes.

31.34 The Owners Corporation must not unreasonably withhold its consent to a request for approval by an Owner or Occupier under By-Law 31.33.

31.35 An Owner or Occupier that installs a Kitchen Exhaust System and connects to the Kitchen Exhaust Ductwork must, when installing the Kitchen Exhaust System and connecting to the Kitchen Exhaust Ductwork:

- (a) comply with the requirements of these By-Laws;
- (b) comply with any relevant Authority requirements; and
- (c) comply with manufacturer’s specifications for installation and connection of the Kitchen Exhaust System (if any).

31.36 Damage to any part of the Building caused directly by an Owner or Occupier or any person authorised by an Owner or Occupier must be made good by, and at the cost of, that Owner or Occupier in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.

31.37 Owners and Occupiers must not, and must not direct or assist any third party to, object to the installation of any Kitchen Exhaust provided that the Kitchen Exhaust complies with:

- (a) these By-Laws; and
- (b) any relevant Authority requirements.

31.38 An Owner or Occupier who installs a Kitchen Exhaust System:

- (a) is responsible for the costs of the operation, cleaning, maintenance, repair and replacement of the Kitchen Exhaust System;
- (b) is responsible for the costs of the operation, cleaning, maintenance and repair of the Kitchen Exhaust Ductwork apportioned reasonably between all connected Lots;
- (c) must clean out all vents, filters and traps at regular intervals, in line with any industry standards for its application and immediately where any leakages are evident;
- (d) must ensure there is no build up of grease or other debris that may attract vermin or create a fire risk; and
- (e) must comply with the Owners Corporation's reasonable requirements for cleaning, replacement, repair and maintenance of the Kitchen Exhaust System.

31.39 In the event that an Owner or Occupier fails to repair and maintain the Kitchen Exhaust System so as to prevent any damage to the Building, the Owners Corporation may, at the cost of that Owner or Occupier, undertake any works necessary to repair and/or maintain the Kitchen Exhaust System and any part of the Building.

31.40 Each Owner of a Lot with a Kitchen Exhaust System must keep the Owners Corporation indemnified from and against claims, demands and liability of any kind which may arise in respect of damage to the Building, damage to any Building, damage to any property or death of or injury to any person arising out of the installation, use and operation of the Kitchen Exhaust System.

Occupiers of Commercial Lots

31.41 Lot Owners must ensure the Occupiers are obliged to comply with this By-Law 31.

By-Law 32. Compliance with planning and other requirements

32.1 The Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law.

32.2 The Owner or Occupier of Residential Lots must ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot.

By-Law 33. Maintenance and operational efficiency of BASIX requirements

The Owner or Occupier of a Lot shall maintain in good operating order at all times all devices or appliances installed within a Lot as stipulated by any BASIX requirement.

By-Law 34. Security within Lots

34.1 An Owner or Occupier may install a security alarm within a Lot without the consent from the Owners Corporation provided that

- (a) the alarm is a back-to-base facility;
- (b) there is no alarm siren;
- (c) the alarm does not have flashing lights; and
- (d) the installation is not attached to or interferes with Common Property.

By-Law 35. Common Property Rights

35.1 This is a common property rights By-Law pursuant to section 143 of the Act. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Lot.

Air conditioning

35.2 The Owner or Occupier of each Lot will have exclusive use and special privilege over any ducted or split air conditioning system comprising separate compressor and control units and all associated components including

lines, pipes, wires, brackets, screws, bolts and switches etc. that exclusively service an individual Lot, including any air conditioning plant, pipes, wires, cables, ducts, pumps and fans, located in and forming part of the Common Property (Air Conditioning Unit).

Exclusive Use and Maintenance

35.3 The Owner of each Lot is the owner of the Air Conditioning Unit that exclusively services the Lot at the date of registration of the strata plan and has the exclusive right to use the area of the Common Property, if any, where the Air Conditioning Unit is located.

35.4 An Owner must maintain the Air Conditioning Unit in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary.

Use of an air conditioner

35.5 An Owner or Occupier must not use an Air Conditioning Unit in breach of the *Protection of the Environment Operations Act 1997* or any other applicable law.

35.6 An Owner may remove an air conditioner but must do so at his expense and in a workmanlike manner. An Owner must ensure that after an air conditioner is removed the Common Property is made good and restored.

Air Conditioning Unit property of Owner

35.7 An Air Conditioning Unit remains the personal property of the Owner of the Lot from time to time.

35.8 An Owner or Occupier of a Lot must:

- (a) not install any air conditioning equipment or component on any balcony, terrace or area that is visible from outside the Lot;
- (b) mount the Air Conditioning Unit on vibration pads in a location so as to minimise noise and vibration caused by the operation of the unit;
- (c) ensure the Air Conditioning Unit does not exceed 45dB(A) during the day and 35dB(A) at night or such other acceptable sound rating as may be specified by a relevant Authority or the Owners Corporation from time to time;
- (d) ensure that any electricity or other services required to operate the Air Conditioning Unit are installed so they are connected to the Lot's electricity or appropriate supply; and
- (e) use reasonable endeavours to cause as little disruption as possible to Owner and Occupier of other Lot when using the Air Conditioning Unit.

Exclusive Services and Equipment

35.9 The Owner or Occupier of each Lot will have exclusive use and special privilege over any Service or equipment that exclusively services their individual Lot, including but not limited to the, ventilation systems, exhaust fans, intercom handsets, windows (including frame/locks), balcony doors (including frames/locks) and door closers (Exclusive Services and Equipment). Each Owner must, at the Owner's cost:

- (a) maintain, repair and, where necessary, replace the Exclusive Services and Equipment;
- (b) ensure that maintenance, renewal and repair works to the Exclusive Services and Equipment are carried out:
 - (i) in a proper and workmanlike manner;
 - (ii) by licensed or suitably qualified persons that hold the necessary insurances and who are adequately supervised at all times;
 - (iii) to the satisfaction of the Owners Corporation;
- (c) comply with the requirements of any Authority in relation to Exclusive Services and Equipment;
- (d) repair damage caused to Common Property arising out of the exercise by the Owner or Occupier of a lot of the rights conferred by this By-Law; and
- (e) indemnify the Owners Corporation and the Owners and Occupiers of other Lots against all claims, demands and liabilities of any kind which may arise out of the exercise by the Owner or Occupier of a Lot of the rights conferred by this By-Law.

By-Law 36. Access to Lots for Common Property services

36.1 The Owners Corporation, its employees, contractors and consultants are entitled to enter onto any part of a Lot or Common Property with or without tools and any necessary equipment for the purpose of:

- (a) inspection, maintenance, cleaning, repair and replacement of Common Property services;
- (b) inspection for the purpose of fire safety certification requirements for the Building; and
- (c) carrying out any necessary works to the Lot, the Common Property or structural cubic space, in accordance with the provisions of the Act.

36.2 The Owners Corporation is responsible for any damage caused to a Lot in exercising its functions pursuant to this By-Law and must make good any such damage.

36.3 Any person taking access to any Lot pursuant to this By-Law does so at the risk of the Owners Corporation and not at the risk of the Owner or Occupier of the Lot, unless any damage or injury is caused by the negligence or act of omission of the Lot Owner or Occupier.

36.4 No Owner or Occupier shall impede, inhibit, refuse, interfere with, restrict, hinder or obstruct the Owners Corporation exercising its right under this By-Law.

36.5 The Owner acknowledges that the Owners Corporation shall have no obligation whatsoever to repair or reinstate any damage to the Lot where the Owner or Occupier is in breach of By-Law 36.4.

By-Law 37. Restrictions on installation of equipment

37.1 No aerial, antennae, dish or tower or other transmitting or receiving device, or solar energy collector or associated equipment, or energy conservation equipment, or solar hot water system or associated equipment, or similar items, may be affixed, erected or maintained on the Scheme without the prior written approval of the Owners Corporation.

37.2 Approval given by the Owners Corporation may be subject to conditions including the requirement for a by-law to be made and registered.

By-Law 38. Preservation of fire safety

38.1 The Owner or Occupier of a Lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the Lot or Common Property that is likely to affect the operation of fire safety devices in the Scheme or to reduce the level of fire safety in the Building.

38.2 An Owner or Occupier shall not use or interfere with any fire hydrant, hose reel or other fire fighting or fire safety equipment except in the case of an emergency.

38.3 In accordance with the provisions of the Act, the Occupier of a Lot must allow the Owners Corporation, through its agents, access to the Lot for the purpose of fire safety inspections and compliance with the requirements of the *Environmental Planning and Assessment Act 1979*.

By-Law 39. Graffiti removal

The Owners Corporation shall be responsible for the removal of any graffiti from the Building within a reasonable time of notice of the graffiti appearing on the Building.

By-Law 40. Notification of defects

An Owner or Occupier must promptly notify the Strata Manager of any damage to the Common Property or any personal property owned by the Owners Corporation.

By-Law 41. Requirements to lease a Lot

41.1 If a Lot is leased, the Owner of the Lot must give written notice of the lease to the Strata Manager within 14 days after the commencement of the lease. The notice must specify the name of the tenant, the date of commencement of the lease and the name of any agent acting for the Owner.

41.2 An Owner must provide the tenant of his Lot with a copy of the by-laws applicable to the Scheme.

41.3 An Owner of a Lot must take all necessary and reasonable action to restrain any breach of the By-Laws by the Occupiers of his Lot.

41.4 An Owner must take all necessary and reasonable action to enforce the terms of any tenancy agreement if there is any breach of the By-Laws by the Occupier of his Lot.

41.5 An Owner must deal with any goods or property left by his tenant on Common Property including without limitation in a storage space.

41.6 The duty imposed under this By-Law is in addition to the duty imposed on the lessor of a Lot under section 258 of the Act.

By-Law 42. Right of Owners Corporation if By-Laws are not complied with

42.1 The Owners Corporation may do anything on or in a Lot that should have been done under the By-Laws but which the Owner has not done.

42.2 The Owners Corporation must give the Owner or Occupier a written notice specifying when it will enter the Lot to do the work and the Owner or Occupier must:

(a) give the Owners Corporation (or persons authorised by it) access to the Lot in accordance with the provisions of the Act; and

(b) pay the Owners Corporation its proper and reasonable costs for doing the work.

42.3 The Owners Corporation may recover any money the Owner may owe it under the By-Laws as a debt.

By-Law 43. Recovery of Administrative Costs

Intention

43.1 The intention of this By-Law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable administrative charges incurred by the Owners Corporation for additional management operations that have occurred due to the activities or behaviour of an Owner or Occupier of a Lot within the Scheme.

43.2 Examples for the application of this By-Law include, but are not limited to, additional expenses incurred for remedying by-law breaches, damage caused to Common Property as a result of moving furniture, damaged caused to Common Property as a result of refusing to allow access to a Lot, fines or call out fees imposed by the Fire and Rescue NSW due to false alarms, and costs of removing abandoned goods.

Definitions

43.3 (a) Terms used in this By-Law which are defined in the Act have the same meaning given to them in that Act.

(b) In this By-Law, the following terms are defined to mean:

'Administrative Cost' means all costs incurred by the Owners Corporation imposed by the Owners Corporations

Agents, other authorities or increases in insurance premiums.

'Owners Corporations Agents' means the Strata Manager, Strata Committee or any contractor, consultant, legal counsel or other personnel engaged by the Owners Corporation.

'Other Authorities' includes but is not limited to any government or statutory authority such as the Fire and Rescue NSW, Local Council or Work Cover.

'Increases in Insurance Premiums' means increases in the Owners Corporations building insurance or public liability premiums.

'Activities or Behaviour' includes, but is not limited to, breaching the Owners Corporations By-Laws, damaging Common Property, refusing access to the Lot to allow an inspection of fire services and window locks, excessive or inordinate contact with the Owners Corporations agents which incurs a fee.

Rights and Obligation of Owners

43.4 An Owner shall be liable to compensate the Owners Corporation for the Administrative Costs charged to the Owners Corporation by the Owners Corporations Agents, Other Authorities or Increases in Insurance Premiums to the Activities or Behaviour of Owner or Occupier.

43.5 An Owner must take all reasonable steps to ensure that any Occupier or visitor of his Lot complies with all By-Laws.

43.6 This By-Law applies equally to the behaviour and activities of an Owner, Occupier or visitor, and where a Lot has been leased, the Owner shall be responsible for the behaviour of the tenants.

43.7 Where an Administrative Cost has been applied pursuant to this By-Law, an Owner may apply to the Owners Corporation that the cost be reduced or waived.

43.8 In the event the Owners Corporation rejects a request made by an Owner pursuant to By-Law 43.7 above, all costs imposed by this By-Law 43 shall stand.

Rights, Powers and Obligations of the Owners Corporation

43.9 The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations.

(a) The Owners Corporation must not impose a fee or seek compensation from an Owner unless the proposed fee has been approved by the Strata Committee or Owners Corporation.

(b) The Owners Corporation shall have the power to recover an Administrative Cost from an Owner as a debt by way of a levy charged to the Lot.

(c) The Owners Corporation must serve upon the Owner a written notice of the Administrative Cost payable as contribution.

(d) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act.

(e) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

By-Law 44. Original Owner's rights

44.1 This is a By-Law made under the provisions of Division 3 of Part 7 of the Act. The effect of this By-Law is to grant the Original Owner, as Owner of any Lot, special privileges in respect of the Common Property to perform Development Works while the Original Owner is the Owner of a Lot within the Scheme.

44.2 The Original Owner may carry out Development Works at the Scheme and is not required to obtain consent from the Owners Corporation to do so.

44.3 The Original Owner may have access to the Scheme to carry out Development Works on Common Property.

44.4 If the Original Owner requires access to a Lot to carry out Development Works, the Original Owner must provide reasonable notice (except in an emergency when no notice is required).

44.5 The Owner or Occupier of the Lot must act reasonably and provide the Original Owner with access.

44.6 The Owners Corporation is to continue to be responsible for the proper maintenance and keeping of the Common Property in a state of good and serviceable repair.

Selling rights

44.7 The Original Owner has the special privilege to erect 'For Sale' signs on Common Property and may carry out marketing activities at the Scheme until the sale of the last of the Lots owned by the Original Owner.

By-Law 45. Use of Common Property areas

45.1 An Owner or Occupier of a Lot shall not use any Common Property areas except in compliance with the following conditions:

- (a) Persons using the Common Property areas shall exercise caution at all times and shall not make excessive noise or behave in any manner that is likely to interfere with the use and quiet enjoyment by other persons of the area, any other part of the Common Property or any adjacent Lot.
 - (b) An Owner or Occupier of a Lot shall ensure that invitees do not use Common Property areas unless accompanied by the Owner or Occupier who shall be responsible for the behaviour of his invitees.
 - (c) Smoking is prohibited on any Common Property area.
 - (d) Any person when leaving the Common Property area, after use, must remove all waste and ensure the area is left clean and tidy for future use by other occupants of the Building.
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By-Law 46. Licences

46.1 The Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of the Common Property and may exercise its powers under this By-Law 46 only by special resolution at a general meeting.

46.2 Licences granted by the Owners Corporation may include, but is not limited to, the following conditions:

- (a) payments under the licence;
 - (b) the term of the licence;
 - (c) permitted use of the licence;
 - (d) insurance the licensee must effect; and
 - (e) the ongoing maintenance of the licensed area the licensee is responsible.
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By-Law 47. Emergency Evacuation Plan

47.1 The Owners Corporation must:

- (a) review and keep the Emergency Evacuation Plan (including flood evacuation procedures) updated in accordance with By-Law 47.2; and
- (b) ensure the Emergency Evacuation Plan (including flood evacuation procedures) is communicated to Owners and Occupiers including if required by an Authority or the Development Consent, displayed in Common Property.

47.2 The Emergency Evacuation Plan must be amended as required by relevant Authorities and to comply with relevant Laws including as required under the Emergency Evacuation

By-Law 48. Rules

48.1 The Owners Corporation has the power, at any time, to make, add to or change rules (Rules) about the security, control, management, operation, use and enjoyment of the use of the Common Property in the Scheme.

48.2 An Owner or Occupier must comply with the Rules.

48.3 If a Rule is inconsistent with the By-Laws or the requirements of an Authority, the By-Laws or requirements of the Authority prevail to the extent of the inconsistency.

By-Law 49. Lot fixtures and fittings

Introduction and Intent

49.1 This By-Law provides a guide to Owners in determining the maintenance responsibilities for the Scheme.

49.2 The intent of this By-Law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a Lot and any appliances that only service a single Lot within the Scheme. The intent being that any fixture or fitting contained within the Lot, whether specified in this By-Law or not, or any appliance that only services one Lot, whether specified in this By-Law or not shall be deemed to be the maintenance responsibility of the Lot Owner by virtue of the Owners Corporation absolving its maintenance responsibilities for those items pursuant to section 106(3) of the Act.

49.3 Any item specified in this By-Law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.

49.4 At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the Building. Waterproofing shall also remain the Owners Corporations responsibility, except where a Lot Owner has undertaken a renovation within their lot that affects a waterproofed area.

49.5 This By-Law does not confer any rights upon a Lot Owner to install any item listed in this By-Law as a fixture or fitting of a Lot.

Definitions

49.6 In this By-Law, unless the context otherwise requires or permits:

Internal Area means any area within the envelope of a Lot as defined by the Strata Plan; and

Internal Pipe Work and Wiring means any pipe work or wiring that only services one Lot, whether located on a common property or internal wall.

Terms and Conditions

49.7 In accordance with section 106(3) of the Act, the Owners Corporation has determined it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an Owner's Lot within the Strata Scheme.

Internal Areas

(a) All decorative finishes within a Lot, including but not limited to;

(i) all cornices;

(ii) all skirting boards;

(iii) all architraves and Internal door jams;

(iv) wall tiles wherever located, including kitchen, bathroom and laundries;

(v) floor tiles wherever located, including kitchen, bathroom and laundries;

(vi) false ceilings;

(vii) mezzanines, stairs and handrails;

(viii) all paintwork and wallpaper; and

(ix) the cleaning of mould throughout the lot where the causative factors are purely environmental.

Bathroom, en-suites and laundry Areas

(b) All bathroom, en-suite and laundry fixtures and fittings, including but not limited to:

(i) all taps and internal pipe work;

(ii) shower screens;

(iii) bathtub, including internal floor waste and drainage pipes;

(iv) sinks and hand basins including internal drainage pipes;

(v) cabinets and mirrors;

(vi) toilet pan, including cistern and internal waste pipes; and

(vii) all lights, light fittings and exhaust fans that only service the lot, wherever located.

Kitchen areas

(c) All kitchen fixtures and fittings, including but not limited to;

- (i) all taps and internal pipe work;
- (ii) all internal waste and drainage pipes, including connection to the common stack;
- (iii) bench tops;
- (iv) sinks and any waste disposal units;
- (v) ovens, stoves and cook tops; and
- (vi) all lights, light fittings, exhaust fans and rangehoods that only service the lot, wherever located, including ducting and external ventilation points.

Floor coverings

- (d) All carpet within the lot.
- (e) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles.
- (f) All floorboards, whether floating or fixed.
- (g) All parquetry, linoleum, vinyl and cork tiles wherever located.

Balcony/Courtyard areas

- (h) All tiles, pavers and decking.
- (i) All stairs and handrails within the balcony or courtyard area.
- (j) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the strata plan.
- (k) All plants and grassed areas within the balcony or courtyard.
- (l) The pruning, trimming or removal of a tree or trees, including damage caused by roots;
- (m) Fences that divide two lots.
- (n) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot.

Electrical fittings & appliances

- (o) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling.
- (p) All electrical sockets and wall plates.
- (q) Electrical main and sub-main that services only one lot including fuses wherever located.
- (r) Smoke detectors that only service one lot.
- (s) Alarm systems that only service one lot.
- (t) Individual garage door motors.
- (u) Telephone, television, cable television and internet wall plates and cabling that only services one lot, wherever located.
- (v) Split system and ducted air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot.
- (w) Ceiling fans.
- (x) Electrical or gas hot water heaters and all associated equipment that only service one lot, wherever located.
- (y) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

Front door, balcony doors, windows and garage area

- (z) All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner.
- (aa) Automatic door closers.
- (bb) Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner.
- (cc) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote-control units that operate common entry doors and garage doors at the scheme.