

STRATA SCHEME 89914

MOTION FOR AN AMENDMENT TO A BY-LAW

MOTION NO: (insert)

The Owners Strata Plan No 89914 (the "Owners Corporation") by SPECIAL RESOLUTION pursuant to section S141 of the *Strata Schemes Management Act, 2015* (NSW) resolve to repeal all existing By-Laws in the scheme and make replacement By-Laws in the terms of annexure attached and marked "A":

**REPEALED BY-LAW NUMBERS: All
By-Laws**

OWNERS CORPORATION SP89914

KNOWN AS ERKO APARTMENTS

BY-LAWS

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Chapter 1. Definitions and interpretation

1.1 Specific definitions and interpretation

1.1 In the By-Laws the terms (in any form) mean:

Act: *Strata Schemes Management Act 2015*;

Air Conditioning System: air conditioning fan coil units and any air conditioning plant, condenser units, pipes, wires, cables, ducts, pumps, filters and fans associated with those air conditioning fan coil units;

Articles: articles any nature, including motor vehicles, motor bikes, bicycles or accessories of such items, goods or household effects (of whatever dimension or weight), or rubbish,

Assistance Animal: includes a dog or other animal which is:

- (a) accredited under a law of a State or Territory that provides for the accreditation of animals trained to assist persons with a disability to alleviate the effect of the disability; or
- (b) accredited by an animal training organisation prescribed by the Regulations; or
- (c) trained:
 - (1) to assist a person with a disability to alleviate the effect of the disability; and
 - (2) to meet standards of hygiene and behaviour that are appropriate for an animal in a public place.

Authority: any government or semi government authority or instrumentality, statutory or judicial authority, including Council;

Balcony: that part of a Lot which is noted as “B” on the Strata Plan;

Bedroom: a room approved for use as a bedroom under a planning approval, or indicated as a bedroom in any plans the subject of a planning approval and includes any other room prescribed by the regulations as a bedroom;

Bin: includes any receptacle for waste;

Bicycle Storage Area: an area designated by the Owners Corporation from time to time as a Bicycle Storage Area;

Booking Form: form also known as the “Move in/Move out Booking Form”;

Breach Notice: a notice to comply with a by-law issued under s 146 of the Act;

Building: any one of the Buildings A, B or C, as the context permits;

Building D: building known as “East at Erko”, being Building D, 2 Pearl Street Erskineville 2043;

Building D Car Parking Space: one of the five (5) especially allocated and marked Car Parking Spaces in the Buildings set aside exclusively for the use of Building D Owners and authorized Building D Occupiers;

Building D Owner: Owner in Building D who has been allocated one of five (5) specially allocated Car Parking Spaces in the Buildings;

Building D Occupier: Occupier of Building D who has an authorisation from a Building D Owner to use one of the five (5) Building D Car Parking Spaces;

Building Manager: Building Manager appointed by the Owners Corporation to manage the buildings;

Building Work: includes all building work and alterations;

Buildings: buildings erected on the Parcel known as Buildings A, B and C;

By-Laws: these By-Laws;

Car Parking Space: that part of a lot either designated as a car space in the Strata Plan or approved by the Council for use for that purpose;

Car Wash Bay: car wash bay designated by the Owners Corporation for use as such;

Change to Common Property on a Lot or Common Property: any change or alteration to Common Property on a Lot or Common Property, and includes, but is not limited to, building work or alterations of any nature which:

- (a) adds to Common Property on a Lot or Common Property, or;
- (b) alters Common Property on a Lot or Common Property, or;
- (c) involves erecting a structure on Common Property on a Lot or Common Property.

Common Property: so much of the Parcel as from time to time is not comprised in a lot, and for clarity, includes Common Property in a Lot;

Common Property Memorandum: prescribed document for the purposes of section 107 (1) of the Act as the common property memorandum that may be adopted by the By-Laws for a strata scheme.

Common Property Rights By-Law: by-law that confers on the Owner of a specified lot:

- (a) a right of exclusive use and enjoyment of the whole or any specified part of the Common Property, or;
- (b) special privileges in respect of the whole or any specified part of the Common property (including, for example, a licence to use the whole or any specified part of the Common Property in a particular manner or for particular purposes),
or;

Council: City of Sydney Council or its successor;

Cosmetic Work: includes, but is not limited to work for the following purposes:

- (a) installing or replacing hooks, nails or screws for hanging paintings and other things on walls;
- (b) installing or replacing handrails;
- (c) painting;
- (d) filling minor holes and cracks in internal walls;
- (e) laying carpet;
- (f) installing or replacing built-in wardrobes;
- (g) Installing or replacing internal blinds and curtains;
- (h) any other work prescribed by the Act or Regulations.

Debt: liquidated amount comprise within an invoice raised by the Owners Corporation;

Development Consent: the development consent for the issued by the Sydney City Council for Erko Apartments;

Electric Vehicle Outlet (“Outlet”): electrical outlet which enables the charging of an electric vehicle;

Enforcement Action: any one or more of the following:

- (a) placing a warning notice on a vehicle;
- (b) issuing a Fine against an owner or occupier of a vehicle which has been parked in breach of these by-laws;
- (c) towing away a vehicle;
- (d) re-programming the fob held by an owner or occupier of a vehicle to prevent access to the car park;
- (e) any other reasonable enforcement action.

Estate: Lot 1 and Lot 2 in deposited plan 1182872 known as “Erko Apartments”;

Excluded Dog:

- (a) a pit bull terrier;
- (b) an American pit bull terrier;
- (c) a doge argentino;
- (d) a fini breazileiro;
- (e) a Japanese tosa;
- (f) any other outcross;
- (g) any dog prohibited from importation into Australia by the Commonwealth government;
- (h) an unregistered, restricted or dangerous dog under the Companion Animals Act 1998;
- (i) any dog exceeding 14kg in weight.

Exhaust System: kitchen exhaust system and any associated equipment exclusively servicing the Retail Lot including the exclusive use duct marked EUI on the Strata Plan, through which fumes pass from the Retail Lot;

External Appearance: appearance of any external surface of the Buildings which is visible from Common Property or outside the Parcel;

Fine: a fine levied for a breach of the by-laws relating to visitor parking. The amount of the fine shall be:

- (a) for the first offence: \$100.00;
- (b) for the second offence: \$200.00;
- (c) for the third offence: \$300.00;
- (d) for each offence thereafter: \$1,000.00.

Fire Safety Device: any structure or device contained within a Lot or Common Property that:

- (a) monitors or signals the incidence of smoke, heat or fire within the Parcel;

- (b) provides lighting in the case of smoke, heat or fire within the Parcel;
- (c) controls access throughout the Parcel in the case of smoke, heat or fire in the Parcel (including doors, stairs and lifts);
- (d) extinguishes or decreases the spread of fire, smoke or heat through the Parcel, or;
- (e) is required by law for fire safety or that otherwise improves fire safety;

Fob: security card enabling access to certain parts of the buildings, being either a large Fob, (known as a Remote), and a small Fob (known as a Swipe);

Garbage Room: garbage room located on the Common Property on basement Level 1 adjacent to the truck turntable;

Government Agency: any governmental, semi-governmental, statutory, public or other authority having jurisdiction over the Parcel;

Grease Arrestor: grease arrestor and any associated equipment located as shown on the Grease Arrestor Plan, exclusively servicing the Retail Lot, through which grease waste passes and is received from the Retail Lot;

Grease Arrestor Plan: plan of the location of the Grease Arrestor;

Household Goods: any household furniture or appliances of any nature exceeding any one of the following dimensions and/or weight:

- (a) two (2) metres in length;
- (b) one (1) metre in width;
- (c) one and one-half (1.5) metres in height;
- (d) twenty (20) kilograms in weight.

Instrument setting Restrictions as to User or Restrictions on Use: The instrument registered with the Land and Property Information under s88B of the Conveyancing Act 1919;

Law includes:

- (a) the provisions of a statute, rule, regulation, proclamation, ordinance or By-Law, present or future, whether State, Federal or otherwise; and
- (b) a requirement, notice, order, consent or direction received from or given by a statutory, public or other competent Authority;

Loading Dock: on-site medium rigid vehicle loading dock;

Lot: lot in the Strata Plan;

Minor Renovations: includes, but is not limited to work for the purposes of the following:

- (a) renovating a kitchen;
- (b) changing recessed light fittings;
- (c) installing or replacing wood or other hard floors;
- (d) installing or replacing wiring or cabling or power or access points;
- (e) work involving reconfiguring walls;
- (f) removal of carpet from floors;
- (g) any other work prescribed by the Act or the Regulations.

- (h) Installation of:
 - (1) a rain water tank;
 - (2) a clothesline;
 - (3) a reverse cycle split system air conditioner;
 - (4) double or triple glaze windows;
 - (5) a heat pump;
 - (6) ceiling insulation

It does not include the following work:

- (a) work that consists of cosmetic work;
- (b) work involving structural changes;
- (c) work that changes the external appearance of a lot, including the installation of an external access ramp;
- (d) work involving waterproofing;
- (e) work for which consent or another consent is required under any other Act;
- (f) work that is authorised by a By-Law;
- (g) any other work prescribed by the Act or the Regulations.

Motorcycle Space: motorcycle space noted on the Strata Plan;

Move: any movement of Household Goods in which more than five items are moved on the one occasion;

Notice Board: refers to and includes each notice board owned and maintained by the Owners Corporation in each foyer area respectively;

Occupier: any person in lawful occupation of a Lot or any part of a Lot;

Occupier Authorisation: authorisation by an Occupier to admit a Visitor to the Buildings;

Ordinary Resolution: a resolution passed at a properly convened meeting passed by a simple majority of votes;

Out of hours: out of the hours of 8am until 4pm from Monday until Friday;

Owner: person or entity for the time being:

- (a) recorded in the Land and Property Information register as the owner of a Lot;
or
- (b) a person or entity whose name has been entered on the strata roll as an owner of a Lot in accordance with the Act;

Owner Authorisation: authorisation by an Owner to admit a Visitor to the Buildings;

Owners Corporation: Owners Corporation for the Strata Scheme;

Owners Corporation Rules: rules made by the Owners Corporation incorporating rules, policies or protocols for the security, control, management, operation, use and enjoyment of Lots and Common Property in the Strata Scheme;

Parcel: land comprised in the Strata Scheme;

Permitted Person: person on the Parcel with the express or implied consent of an Owner or Occupier;

Planter Box: planter box on the balcony or terrace of a Planter Box Lot;

Planter Box Lot: Lot in which part of the Lot is noted as “P” on the Strata Plan;

Planter Box Owner: Owner of a Planter Box Lot;

Pre-Meeting Electronic Voting: voting by means of teleconference, video-conferencing, email or other electronic means whilst participating in a meeting from a remote location, or voting by means of email or other electronic means before the meeting at which the matter (not being an election) is to be determined by the Owners Corporation or Strata Committee, and includes requiring voters to access a voting website and to vote in accordance with directions contained on that website.

Privacy Screen: moveable screen (erected on runners) external to and adjacent to a Lot;

Public Authority: a public or local authority that is constituted by or under an Act;

Regulations: *Strata Schemes Management Regulations 2016*;

Remote: large Fob;

Repetitive Breaches: three or more breaches of the By-Laws by an Owner or Occupier, in relation to the first two of which appropriate Warning Notices have been served on the Owner or Occupier by the Building Manager;

Resident: any person lawfully resident in the buildings;

Residential Occupier: Occupier but not a Retail Occupier;

Residential Owner: Owner but not a Retail Owner;

Resolution: a resolution passed:

- (a) at a properly convened meeting; and
- (b) by a simple majority.

Retail Lot: lot 264 in the Strata Plan;

Retail Occupier: Occupier of the Retail Lot;

Retail Owner: Owner of the Retail Lot;

Rules: rules made under the By-Laws, which may be either Owners Corporation Rules or Strata Committee Rules;

Screen: any fly screen or other external screen or door which is attached to a windows or door;

Screening device: any screening device including hoods, shutters, pergolas and louvers attached to balconies;

Security System: the security system including security cameras, computer monitors and associated equipment;

Seating Area: that part of the Common Property set out on the Seating Area Plan;

Seating Area Plan: plan identified as such attached to the By-Laws registered with the strata plan;

Services: includes the supply, transmission or provision, by means of pipes, wires, cables or ducts of:

- (a) water, gas, electricity, garbage, artificially heated or cooled air or heating oil;
- (b) sewerage and drainage;
- (c) telephone, internet, radio, television, satellite or other means;

- (d) security systems, and;
- (e) any other facility.

Smoking Area: area on Common Property designated and clearly signed and marked as an area in which smoking is permitted;

Special Resolution: a resolution, determined by the method outlined in the Act, and;

- (a) passed at a properly convened meeting, and;
- (b) not more than 25% of the value of votes cast are against the resolution.
- (c) the value of a vote in respect of a lot is equal to the unit entitlement of the lot.

Storage Area: that part of a Lot which is noted as “S” or “ST” on the Strata Plan;

Storage Box: storage box installed and used for storage in a Car Parking Space owned by an Owner in the Strata Scheme;

Storage Cage: dividing structure installed within the Storage Area by the Original Proprietor;

Strata Committee: Strata Committee of the Owners Corporation elected in accordance with the Act;

Strata Committee Rules: rules made by the Strata Committee incorporating rules, policies or protocols governing its procedures, protocols and policies, and referred to, where appropriate, as the “Rules”;

Strata Manager: strata managing agent appointed or to be appointed by the Owners Corporation and includes a reference to employees and contractors of the strata managing agent;

Strata Plan: Strata Plan Number SP89914;

Strata Scheme: strata scheme constituted on registration of the Strata Plan;

Swipe: small Fob;

Terrace: that part of a Lot which is noted as “T” on the Strata Plan;

Unanimous Resolution: resolution of the Owners Corporation passed at a properly convened general meeting and no vote is cast against the resolution;

Visitor: person visiting the buildings, lawfully upon the property, who is not an Owner, Occupier, Resident or Permitted Person;

Visitor Car Parking Space: that part of the Common Property noted as “VIS” on the Strata Plan.

Washing: includes any clothing, towels, bedding or other articles of a similar type;

Warning Notice: warning notice by the Building Manager to an Owner, Occupier or Resident concerning a breach of the By-Laws;

Waste: includes garbage and recyclable material;

Window Coverings: all internal window coverings of any nature, including internal louvres, curtains or blinds;

Working Hours: nine (9) am to five (5) pm on any day between Monday and Friday.

1.2 General definitions and interpretation

- 1.2 A word appearing and not defined in the By-Laws but defined in the Act has the same meaning under the Act.
- 1.3 In the By-Laws, unless the contrary intention appears, a reference to:
- (a) any legislation includes subordinate legislation;
 - (b) the singular includes the plural and vice versa;
 - (c) any gender includes all other genders;
 - (d) a person includes a legal entity (i.e. a corporation, partnership, joint venture, association, Authority, trust, state or federal government and vice versa); and
 - (e) this instrument includes any variation or replacement of it.
- 1.4 If the whole or any part of a provision of the By-Laws is invalid or unenforceable, the validity or enforceability of the remaining By-Laws is not affected.
- 1.5 Headings are inserted for convenience of reference only and must be ignored in the interpretation of the By-Laws.
- 1.6 The word "includes" in any form is a word of inclusion and not of limitation.
- 1.7 A reference to Law includes all law amending, consolidating or replacing a Law.

Chapter 2. Applications for Consent

2.1 Application to be made in writing

- 2.1 Any application for the consent of the Owners Corporation shall be made in writing to the Strata Manager.

2.2 Owners Corporation must act reasonably

- 2.2 Normally, the Owners Corporation, in considering any application for consent, must:
- (a) respond within a reasonable time;
 - (b) seek additional information or supporting documents within a reasonable time;
 - (c) act reasonably;
 - (d) give consent conditionally or unconditionally, and if conditionally, on reasonable terms or conditions; or
 - (e) withhold its consent, in which case it must outline its reasons.

2.3 Owner must comply with conditions

- 2.3 An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in the granting of consent.

2.4 Consent by Owners Corporation/Strata Committee

2.4 Normally, consent by the Owners Corporation may be given by an ordinary resolution by:

- (a) the Owners Corporation at a general meeting; or
- (b) the Strata Committee at a Strata Committee meeting.

2.5 Consent must be in writing

2.5 The Owners Corporation or Strata Committee must give any consent in writing.

Chapter 3. Laws, By-Laws, Rules and Procedures

3.1 Persons bound by By-Laws

3.1 The By-Laws set out the rules of the Strata Scheme and bind:

- (a) the Owners Corporation;
- (b) Owners;
- (c) mortgagees in possession of a Lot;
- (b) Occupiers;
- (d) Permitted Persons.

3.2 Owners Corporation Rules

3.2 The Owners Corporation may, from time to time, make Owners Corporation Rules (or amend such rules), being rules incorporating policies or protocols for the security, control, management, operation, use and enjoyment of Lots and Common Property in the Strata Scheme.

3.3 Terms of Owners Corporation Rules

3.3 The rules must be:

- (a) reasonable, and consistent with the Act, the Regulations and the By-Laws, and;
- (b) Notified to all owners affected;
- (c) if applicable, clearly displayed in any affected area of the Common Property by prominent signs.

3.4 Parties bound by Owners Corporation Rules

3.4 The rules bind each Owner, Occupier, Permitted Person and a mortgagee in possession of a Lot.

3.5 Owners Corporation must act in good faith

- 3.5 The Owners Corporation must, at all times, act in good faith and in a way that is consistent with the operation of the Strata Scheme.

3.6 Inconsistency re Owners Corporation Rules

- 3.6 If a Rule is inconsistent with the By-Laws, the Act, Regulations or the requirements of a Government Agency, the By-Laws or the requirements of the Government Agency prevail to the extent of the inconsistency.

3.7 Strata Committee Rules

- 3.7 The Strata Committee may make Strata Committee Rules and amend such rules, concerning the procedures, protocols and policies of the Strata Committee. The rules shall be known as the "Strata Committee Rules".

3.8 Terms of Strata Committee Rules

- 3.8 The Strata Committee Rules must be reasonable, and consistent with the Act the Regulations and the By-Laws.

3.9 Binding effect of Strata Committee Rules

- 3.9 The Strata Committee rules bind the Strata Committee, and each member of the Strata Committee.

3.10 Compliance with By-Laws

- 3.10 Each Owner, Occupier, Permitted Person and mortgagee in possession of a lot must observe the By-Laws in a timely fashion.

3.11 Compliance with Laws

- 3.11 Each Owner, Occupier, Permitted Person and mortgagee in possession of a lot must observe all Laws relating to their Lot, including without limitation, any requirement, notice or order of any Government Agency, including the terms of the development consent imposed by the Sydney City Council on the Erko Apartments development, the terms of which, for convenience, have been encapsulated in schedule two.

3.12 Compliance with covenants and easements

- 3.12 Each Owner, Occupier, Permitted Person and mortgagee in possession of a Lot must perform and observe the provisions of all restrictions on use, covenants, easements or right of way affecting the Lot or the Common Property. The terms of the restriction on use affecting the development are encapsulated, for convenience, in schedule two.

3.13 Obligation on Owner/Occupier re Permitted Person

- 3.13 If a Permitted Person does not comply with the By-Laws or Rules, the Owner or Occupier responsible for the admission to the Strata Scheme of that Permitted

Person must take all reasonable steps to ensure that the Permitted Person leaves the strata scheme.

3.14 Owner must pay levies

3.14 Each Owner must pay all levies and other amounts properly levied or raised as a debt by the Owners Corporation pursuant to the Act, the Regulations and the By-Laws.

3.15 Non-Compliance with By-Laws

3.15 The following provisions apply if an Owner or Occupier fails to comply with the By-Laws:

- (a) the Building Manager shall serve a Warning Notice on the Owner or Occupier;
- (b) in the event of a further breach, the Building Manager, Strata Committee or Strata Manager will serve a second Warning Notice on the Owner or Occupier;
- (c) in the event of a further breach, the Owner or Occupier shall be considered to have committed Repetitive Breaches of the By-Laws, and the Building Manager shall report the issue to the Strata Committee.

3.16 Enforcement of By-Laws

3.16 Upon receipt of advice from the Building Manager concerning Repetitive Breaches of the By-Laws, or on its own motion, the Owners Corporation may, in its discretion:

- (a) do any work upon a Lot which should have been done by the Owner;
- (b) in relation to a breach of a By-Law relating to parking;
 - (1) removal of Owner Authorisation of Occupier Authorisation, as appropriate, for a reasonable period by re-programming of the Remote or Swipe;
 - (2) impound, wheel clamp or tow away any vehicle parked in breach of the By-Laws;
- (c) instruct the Strata Manager to issue a warning letter or serve a Breach Notice, and/or;
- (d) enforce the By-Laws by proceedings in NSW Civil and Administrative Tribunal;
- (e) charge and recover as a debt all costs and expenses incurred as a result of enforcement action taken under these by-laws.

3.17 Incurring and recovery of Debts

3.17 The following provisions shall govern the incurring and recovery of a debt by the Owners Corporation from an Owner;

- (a) the debt must be:
 - (1) authorised by the By-Laws;
 - (2) incurred reasonably, and;

- (3) be reasonable as to amount.
- (b) a formal demand must be served upon the Owner in the form of an invoice, and;
- (c) the debt shall:
 - (1) be a personal debt of the Owner, and;
 - (2) be also a charge in favour of the Owners Corporation on the Lot owned by the Owner against which it is raised;
 - (2) be payable within fourteen (14) days of the date upon which the demand is made;
 - (3) bear simple interest at the same rate as an overdue levy, calculated daily, commencing on a date fourteen (14) days from the date of the demand until payment;
 - (3) be recoverable as a liquidated demand in proceedings commenced by the Owners Corporation in any Court or Tribunal of competent jurisdiction;
 - (4) be recoverable in the same manner as a levy on the lot.

3.18 Notice to be given before recovery action

3.18 The Owners Corporation must not take action to recover a debt unless it has given the Owner against whom the action is to be taken at least twenty-one (21) days' notice of the action.

3.19 Terms of notice before recovery action

3.19 The notice of the action must set out the following:

- (a) the amount of the contribution, interest or expenses sought to be recovered,
- (b) the recovery action proposed,
- (c) any other matter prescribed by the Regulations.

3.20 Owners Corporation may delegate any function

3.20 The Owners Corporation may delegate any function or consent to the Strata Committee that is permitted under Law to be delegated to the Strata Committee.

3.21 Owners Corporation and third party agreements

3.21 The Owners Corporation may make agreements with third parties about performing its obligations under the By-Laws.

3.22 Adoption of Pre-Meeting Electronic Voting

3.22 The Owners Corporation and the Strata Committee may adopt by resolution any one or more of the several Pre-meeting Electronic Voting preferences as a means of voting on any matter to be determined by the Owners Corporation or the Strata Committee.

3.23 Terms of Resolution re Pre-Meeting Electronic Voting

- 3.23 The resolution may relate to all meetings of the Owners Corporation or the Strata Committee respectively, until otherwise determined, or for any one or more of the meetings, as set out in the resolution.

Chapter 4. Behaviour of Residents

4.1 Owner/Occupier not to create a nuisance

- 4.1 An Owner, Occupier must not use or enjoy the lot, or permit the lot to be used or enjoyed, in a manner or for a purpose that causes a nuisance or hazard to an Owner or Occupier of any other lot, or a Permitted Person.

4.2 Owner/Occupier not to create noise or vibration

- 4.2 An Owner or Occupier must not create noise or vibration on a Lot (including knocking or banging on walls or exercises which involve rapid foot impact on the floor, for example, aerobics or running on the spot), which might reasonably interfere with the rights of any other Owner, Occupier or Permitted Person to the peaceful enjoyment of a Lot or the Common Property.

4.3 Owner/Occupier not to create an annoyance

- 4.3 An Owner or Occupier must ensure that all Air Conditioning Systems, air movement ventilation systems, home entertainment systems, motors, plant, equipment and the like are well maintained and noise friendly to avoid an annoyance to any other Owner, Occupier or Permitted Person to the peaceful enjoyment of a Lot or Common Property.

4.4 Playing of percussion musical instrument

- 4.4 An Owner, Occupier must not play or rehearse on a percussion musical instrument on a Lot between the hours of 8.00 pm and 9am on any day.

4.5 Owner/Occupier must fit pads on furniture

- 4.5 An Owner or Occupier must ensure that any item of furniture or the like that is placed directly on that floor is fitted with pads or the like (such as self-adhesive heavy duty felt) to minimise the transmission of noise when that item is moved over the floor.

4.6 Smoke penetration from a Lot

- 4.6 An Owner, Occupier or 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 any other Lot or Common Property.

4.7 Access to Roof Area

4.7 An Owner or Occupier must not access the roof area at any time, unless authorised by the Building Manager.

4.8 Owner/Occupier responsible for Permitted Person

4.8 An Owner or Occupier:

- (a) is responsible for the behaviour of any Permitted Person invited into the Buildings or upon Common Property, whilst that Permitted Person is in the Buildings or on Common Property;
- (b) an Owner or Occupier must use reasonable endeavours to ensure that a Permitted Person does not breach any Laws or By-Laws, or behave in a manner likely to reasonably interfere with the rights of any other Owner, Occupier or Permitted Person to peaceful enjoyment of a Lot or the Common Property.

4.9 Acts invalidating insurance

4.9 An Owner or Occupier must not do anything that might invalidate, suspend or increase the premium payable for any insurance effected by the Owners Corporation.

4.10 Owner must pay any increase in premium

4.10 If anything done upon a Lot by an Owner or Occupier results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must reimburse the Owners Corporation that increase in premium within fourteen days of notification in writing by the Owners Corporation.

4.10 Non-Payment of Premium

4.10 If payment of the increase in insurance is not paid within the fourteen (14) day time limit, the Owners Corporation may recover the amount as a debt.

Chapter 5. Common Property

5.1 Common Property Memorandum

5.1 The Owners Corporation adopts in full the approved Common Property Memorandum prescribed for the purposes of section 107 (1) of the Act as the common property memorandum that may be adopted by the by-laws for a strata scheme, a copy of which is contained in schedule one.

5.2 Obligations of Owner/Occupier on common property

5.2 An Owner, Occupier must not (unless specifically authorised by the Strata Committee or the Building Manager) do any of the following on Common Property:

- (a) leave anything on Common Property;

- (b) obstruct the use of Common Property, except on a temporary and non-recurring basis;
- (c) use any part of Common Property for purposes of the Owner or Occupier;
- (f) permit anything to be done on Common Property which might cause damage to the Common Property, a Lot or to any other person lawfully present in the Buildings, in a lot or on Common Property;
- (g) alter Common Property;
- (h) use anything on the Common Property for a purpose for which it was not constructed or provided;
- (j) deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item;
- (k) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or use for his or her own purposes as a garden any portion of the common property.
- (l) use or enjoy the Common Property in a manner or for a purpose that interferes unreasonably with the use or enjoyment of the Common Property by the Owner or Occupier of any other lot or by any other person entitled to the use and enjoyment of the Common Property;
- (m) use or enjoy the Common Property in a manner or for a purpose that interferes unreasonably with the use or enjoyment of a Lot by the Owner or Occupier of the lot or by any other person entitled to the use and enjoyment of the lot.
- (n) use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using common property;
- (o) smoke tobacco or any other substance on the common property;
- (p) access Common Property unless adequately and appropriately clothed.

5.3 Damage to Common Property

5.3 If an Owner, Occupier or Permitted Person causes damage to the Common Property whilst that Owner, Occupier or Permitted Person uses the Common Property, then that Owner, Occupier or Permitted Person must:

- (a) promptly notify the Owners Corporation of the damage caused; and
- (b) compensate the Owners Corporation for the reasonable cost of rectification of the damage within fourteen (14) days of receiving a claim for payment;
- (c) The Owners Corporation may recover any such amount as a debt.

5.4 Recovery of damage to Common Property

5.4 The cost of repairing any damage caused by an Owner, Occupier or Permitted Person to Common Property may be recovered by the Owners Corporation from the Owner, Occupier or Permitted Person responsible, as a debt.

5.5 Non-smoking area

5.5 The Owners Corporation shall be entitled, from time to time, to designate an area on the Common Property as a Smoking Area, and the following shall apply:

- (a) the Smoking Area shall be clearly signed and marked;
- (b) cigarette butts and ash shall be disposed of appropriately by users in a Smoking Area,

5.6 Children must be accompanied on common property

5.6 An Owner, Occupier or Permitted Person must ensure that a child under the care and control of that Owner, Occupier or Permitted Person is accompanied by an adult exercising effective control whilst ever that child remains in or on areas of Common Property, Balconies or Terraces.

5.7 Shopping trolleys prohibited on Common Property

5.7 An Owner, Occupier or Permitted Person is prohibited from bringing any shopping trolley onto the Common Property unless the shopping trolley is owned by the Owner, Occupier or Permitted Person.

5.8 Interference with support, shelter or services

5.8 An Owner or Occupier must not do anything or permit anything to be done on or in relation to a Lot that interferes in any way with:

- (a) any support or shelter provided by that Lot for another Lot or Common Property or;
- (b) the provision of any service.

5.9 Articles left on Common Property

5.9 The Owners Corporation and the Building Manager have the right remove any articles of which appear to have been abandoned or left upon common property.

Chapter 6. External Appearance

6.1 External appearance or architectural integrity

6.1 An Owner or Occupier must not, without the consent of the Owners Corporation, store or keep anything, or make any alteration within a Lot which:

- (a) is visible from any other lot, the Common Property or outside of the Buildings, and;
- (b) which is not in keeping with the architectural integrity or external appearance of the Buildings

6.2 Window Coverings and architectural integrity

6.2 An Owner or Occupier must not install any window coverings which, when viewed externally:

- (a) are of any colour other than white or off-white; and
- (b) which do not match the architectural integrity and style of the buildings.

6.3 Consent for Window Coverings if in doubt

6.3 In case of doubt, the Owner or Occupier may apply to the Owners Corporation for consent to install Window Coverings.

6.4 Hanging of washing from Balcony

6.4 An Owner or Occupier must not hang any washing on any part of the Buildings, including from the Balcony of a Lot, if the washing is visible from any other Lot, Common Property or outside the Buildings.

6.5 Erection of signage

6.5 An Owner or Occupier must not erect any signage (whether temporary or permanent), including any “for sale” or “for lease” signs, on a Lot that can be seen from outside of the Lot, or from Common Property, without the consent of the Owners Corporation and if required, any Government Agency.

6.6 Installation of additional Privacy Screen

6.6 An Owner or Occupier must not install an additional Privacy Screen or Screens without the consent of the Owners Corporation, in which case the following shall apply:

- (a) the number of additional privacy screens for which consent is sought shall be expressed in the application;
- (b) If consent is granted;
 - (1) all works undertaken shall be at the cost of the Lot Owner;
 - (2) the screen or screens shall be identical with the existing screens and manufactured preferably by the same manufacturer of the existing screens;
 - (3) all works shall be undertaken at the direction of the Building Manager, and at the risk of the Lot Owner, and any damage to common property shall be rectified by the Lot Owner at that Owner’s cost, and;
 - (4) any additional screen or screens, once installed, become Common Property and cannot be removed without the consent of the Owners Corporation.

Chapter 7. Notice Boards

7.1 Owners Corporation to provide Notice Boards

- 7.1 The Owners Corporation shall provide and maintain a Notice Board in each foyer area of the buildings;
- 7.2 The Building Manager shall ensure that all notices required by law to be placed and displayed upon the Notice Board are placed and displayed on each Notice Board respectively.

Chapter 8. Storage Areas and Parking

8.1 General rules for Storage Area

- 8.1 An Owner or Occupier must ensure that items stored in a Storage Area of a Lot are:
- (a) raised above floor level;
 - (b) stored away from the boundaries of the Storage Area, as the boundary of some storage areas may be subject to subterranean moisture; and
 - (c) stored not less than 500mm below the underside of the nearest sprinkler head.

8.2 Obligations of Owner/Occupier of Building D

- 8.2 A Building D Owner or Building D Occupier, as a condition of entry into the Buildings, must:
- (a) park only in the Car Parking Space allocated to that Owner in the Buildings;
 - (b) not obstruct access to any other Car Parking Space in the buildings;
 - (c) Car Parking Space for the parking of a car, trailer, motor cycle, or bicycle;
 - (d) not use a Building D Car Parking Space as a storage area (except the use of an Approved Storage Box) or for:
 - (1) the washing or cleaning of a car or equipment of any nature, or;
 - (2) the carrying out of mechanical repairs.

8.3 Rights of Owner/Occupier of Building D

- 8.3 A Building D Owner and Building D Occupier has the same rights and obligations as an Owner or Occupier of the Buildings with respect to a Storage Box.

8.4 Obligations of Owner/Occupier re parking

- 8.4 An Owner or Occupier must not:
- (a) park or use in any way in a Building D Car Parking Space;
 - (b) obstruct access to any Car Parking Space, including a Building D Car Space;

- (c) park in any other Car Parking Space without consent of the Owner of that Car Parking Space;
- (d) use a Car Parking Space for any other purpose than for the parking of a car, trailer, motor cycle, or bicycle;
- (e) use a Car Parking Space as a Storage Area (except the use of an approved Storage Box) or for:
 - (1) the washing or cleaning of a car or equipment of any nature, or;
 - (2) the carrying out of mechanical repairs.

8.5 Storage Box

8.5 The Owners Corporation may from time to time, approve the make, style or form of a Storage Box. The Owner may seek advice from the Owners Corporation as to what Storage Boxes have current approval.

- (a) any Storage Box so approved shall be:
 - (1) of a standard metal finish in white colour, and;
 - (2) be free standing and readily moveable.
- (b) an Owner is permitted to erect an approved Storage Box upon that Owner's lot without the consent of the Owners Corporation, upon the terms of these By-Laws;
- (c) the cost and installation of the Storage Box shall be the responsibility of the Owner;
- (d) the risk on installation and use thereafter of the Storage Box rests with the Owner, who is solely liable for any damage or injury caused to himself, the common property, or to any other person lawfully within the Buildings;
- (e) the Owner;
 - (1) releases the Owners Corporation from all liability with respect to any injury to persons or loss or damage to property caused by the installation or use of the Storage Box, and;
 - (2) agrees to indemnify and keep indemnified the Owners Corporation against any claim, action, suit or demand with respect to injury to persons or damage to property arising out of the installation or use of the Storage Box;
- (f) the placement of the Storage Box on the lot shall comply with all laws and Government regulations from time to time, including compliance with building code or fire safety requirements;
- (e) if access is required to the lot to maintain services in the Buildings, the Owner will, on request by the Building Manager, move the Storage Box at the expense of the Owner to facilitate access, and replace when access is no longer required;
- (f) If consent is required from any Government body for erection and placement of the Storage Box, it shall be the responsibility of the Owner to obtain the consent.

- (g) the Storage Box must fit within the boundaries of the Lot, except that no objection will be taken, nor additional consent required, if a Storage Box encroaches in height upon Common property.
- (h) an Owner or Occupier:
 - (1) must not obstruct or otherwise interfere with the sprinkler system, any mechanical ventilation or any fire services located in or in close proximity to the Car Parking Space;
 - (2) must not, except with the prior written consent of the Owners Corporation, use or store in the Storage Box, on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material, unless to be used for domestic purposes;
 - (3) is responsible for the repair or damage caused to the Storage Box or common property in close proximity as a result of the installation and use of the Storage Box;
 - (4) must ensure that the Storage Box and the area surrounding it is kept safe, clean, neat, tidy and free of rubbish and vermin;
 - (5) must ensure that ventilation of the Car Parking Space is not adversely affected due to the items stored;
 - (6) must ensure that the Storage Box does not inhibit the parking of a small car within the bounds of the Lot, or an adjoining lot;
 - (7) must ensure that any item stored in the Storage Box is wholly contained within such box.

8.6 Rights of Owner/Occupier re visitor parking

8.6 An Owner:

- (a) has the right to admit and authorise (herein called an "Owner Authorisation") a visitor to use a Visitor Car Parking Space in accordance with the By-Laws;
- (b) may delegate the right to use an Owner Authorisation to an Occupier;

8.7 Obligations of Owner/Occupier re visitor parking

8.7 An Owner and/or an Occupier must not:

- (a) park a car in a Visitor Car Parking Space;
- (b) repair, or permit to be repaired any motor vehicle or other machinery in a Visitor Car Parking Space without the written consent of the Owners Corporation;
- (b) permit a Visitor Car Parking Space to be used by any person other than a Visitor to the Strata Scheme;
- (c) permit any Visitor being an employee, contractor, tradesperson or removalist to park or remain parked in a Visitor Car Parking Space for a period exceeding two (2) consecutive hours, without the consent of the Building Manager;
- (d) permit any other Visitor to park or remain parked in a Visitor Car Parking Space for a continuous period in excess of twenty four (24) hours, or park in

any other Visitor Parking Space in the Buildings in any period of seven (7) consecutive days following the initial parking;

8.8 Liability of Owner/Occupier re visitor parking

8.8 An Owner and Occupier are jointly and severally responsible for ensuring that any Visitor, authorised by the Owner or Occupier to use a Visitor Car Parking Space, does so in accordance with the By-Laws;

8.9 Obligations of Owners Corporation re visitor parking

8.9 The Owners Corporation must not:

- (a) permit a Visitor Car Parking Space to be used by any person other than a visitor;
- (b) grant any lease, licence or exclusive use to any person of a Visitor Car Parking Space, or;
- (c) impose any parking fees on the use of a Visitor Car Parking Space.

8.10 Rights of Owners Corporation re visitor parking

8.10 The Owners Corporation shall be entitled to:

- (a) Install such warning signs as it deems fit in any prominent position at the entrance or internally in the Buildings warning visitors in suitable terms of their obligations under the By-Laws;
- (b) take Enforcement Action against any Owner or Occupier responsible for a vehicle parked in a Visitor Car Parking Space in breach of the rules;
- (d) contract with a third party to carry out Enforcement Action, authorise a third party to take Enforcement Action on its behalf, and to pay to that third party all reasonable fees incurred for that service;
- (d) recover any fees charged or incurred with any authorised third party for any Enforcement Action taken, and to recover any fee as a debt from the Owner or Occupier responsible as a debt;
- (e) remove from an Owner or Occupier vehicular access to the car parking area, for such period as the Owners Corporation thinks fit, on being satisfied that such Owner or Occupier has been guilty of Repetitive Breaches of the Visitor Parking rules, or the spirit of them;
- (f) give consent on application to an Owner for a variation or waiver of any of the Visitor Parking By-Laws, in such manner as the Owners Corporation deems fit;
- (g) issue a fine against an Owner or Occupier or both, and recover the fine or fines as a debt;
- (h) charge a reasonable fee to the Owner or Occupier or both for any enforcement action undertaken, and recover that fee as a debt;
- (i) take all such further action as it deems necessary to regulate parking of motor vehicles on Common Property or in Visitor Car Parking Spaces;

8.11 Obligations of Visitors re visitor parking

- 8.11 A Visitor must not park, or remain parked:
- (a) on any lot unless authorised by an Owner or Occupier;
 - (b) on Common Property unless authorised by the Building Manager;
 - (d) in a Visitor Car Parking Space:
 - (1) being an employee or contractor contracted by an Owner or Occupier, for a period exceeding two (2) consecutive hours on any day unless authorised by the Building Manager, or;
 - (2) being any other Visitor, for a period exceeding twenty-four (24) hours, and once only in the Buildings in any period of seven (7) consecutive days (commencing on the day after the parking), unless authorised by the Building Manager.

8.12 Parking on Common Property

- 8.12 An Owner or Occupier must not park a motor vehicle, boat, trailer, caravan or other towable item on Common Property without the prior consent of the Building Manager or the Owners Corporation.

8.13 Installation of Electric Vehicle Outlet

- 8.13 If an Owner wishes to connect an Electric Vehicle Outlet to the car park electrical system to enable the charging an electric vehicle, the Owner must:
- (a) apply to the Owners Corporation for consent to install the Outlet;
 - (b) ensure installation of the Outlet includes metering equipment to ensure the relevant Owner is separately metered for electricity consumption; and
 - (c) pay for the outlet (including the metering equipment) and all costs of installation.

8.14 Use of Electric Vehicle Outlet

- 8.14 The following applies to an outlet installed by an Owner, the Owner:
- (a) has exclusive use and enjoyment of the Outlet;
 - (b) is responsible for paying for all electricity consumed by the Outlet; and
 - (c) must ensure that the Outlet (including any metering equipment) is kept in good and serviceable repair;
 - (d) is responsible for the repair, maintenance and replacement of the Outlet (including any metering equipment) at the Owner's cost.

8.15 Terms of use of Motor Cycle Spaces

- 8.15 The following govern the rights and use of a Motor Cycle Space;

- (a) a Motorcycle Space may only be used for the parking of one Motorcycle per space;
- (b) Residential Owners have the special privilege of using a Motor Cycle Space on the terms and conditions of this By-Law.
- (b) Retail Owners and Retail Occupiers do not enjoy the special privilege of using the Motorcycle Spaces.
- (c) a Residential Owner may permit a Residential Occupier to exercise the special privilege rights of the Residential Owner under this By-Law, in which event the Residential Owner remains liable under the By-Laws for all obligations under the By-Laws.

8.16 Parking of motor cycles on common property

- 8.16 Owners and Occupiers must not park or leave motorcycles on the Common Property other than in Motorcycle Spaces.

8.17 Time limits on motor cycle parking

- 8.17 A motorcycle must not be left in a Motorcycle Space for a continuous period of more than seven (7) days.

8.18 Storage of bicycles on Common Property

- 8.18 An Owner or Occupier must not permit any bicycle to be left, stored or kept on the Common Property, other than in a Bicycle Storage Area.

8.19 Restrictions on use of Car Parking Spaces

- 8.19 Car Parking Spaces may only be used for the parking of vehicles which are either owned, leased or used by the Owner or Occupier of the Lot upon which the Car Parking Space is situate.

8.20 Resident only to use Car Parking Spaces

- 8.20 With the exception of Building D Car Parking Spaces, Car Parking Spaces are not to be used by any person other than a resident of the buildings.

Chapter 9. Keeping of animals

9.1 Permitted animals

- 9.1 An Owner or Occupier may, without the consent of the Owners Corporation, keep any of the following:
- (a) one enclosed fish aquarium;
 - (b) one caged bird;
 - (c) one cat;
 - (d) one dog (but not an Excluded Dog) or one Assistance Animal;

9.2 Assistance Animal accreditation

- 9.2 The Owners Corporation may require evidence from an Owner, Occupier or Permitted Person that an animal is accredited by an appropriate organisation as an Assistance Animal.

9.3 Animals for which consent required

- 9.3 An Owner or Occupier must obtain the written consent of the Owners Corporation before that Owner or Occupier keeps:
- (a) any type of animal that is not listed in this chapter; or
 - (b) an Excluded Dog, or;
 - (c) more than one dog; or
 - (c) more than one cat; or
 - (d) more than one caged bird; or
 - (e) more than one enclosed aquarium.

9.4 Obligations of Owner/Occupier re animals

- 9.4 An Owner and Occupier, who keeps an animal, and a Permitted Person, who brings an animal into the Buildings:
- (a) must ensure that the animal is at all times:
 - (1) kept under control by the Owner, Occupier or Permitted Person;
 - (2) kept within the confines of that Owner's Lot when unaccompanied by any person;
 - (3) is accompanied by the Owner, Occupier or Permitted Person whenever the animal is on Common Property;
 - (4) is appropriately restrained on a leash or other restraint when in the Buildings, except in the podium area on level two (2);
 - (b) is responsible to clean up after an animal;
 - (c) is liable to the Owners Corporation, other Owners and Occupiers and any other person lawfully on the Parcel:
 - (1) for any noise caused by the animal which is unreasonable or the subject of any complaint by any Owner or Occupier, and;
 - (2) for injury or damage to any person, property or Common Property by the animal.
 - (d) agrees to indemnify and keep indemnified the Owners Corporation against any claim, action, suit or demand with respect to damage or injury to person or property caused by the animal.

Chapter 10. Cleaning

10.1 Cleaning and maintenance of Lot

10.1 An Owner or Occupier must keep the Lot:

- (a) clean and tidy;
- (b) free from rubbish; and
- (c) in good repair and condition.

10.2 Obligations of Owner/Occupier when cleaning

10.2 When cleaning any part of the Lot, an Owner and Occupier must not allow any objects, dirt, water or any other material associated with the cleaning of the Lot to pass over the Balcony or Terrace of the Lot.

10.3 Cleaning of windows and doors

10.3 An Owner or Occupier must keep clean all exterior surface of glass in windows and doors (and if applicable glass balcony louvres and retractable glass walls) on the boundary of the Lot, including so much as is Common Property, unless:

- (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
- (b) that glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.

10.4 Maintenance of balconies, terraces and gardens

10.4 An Owner or Occupier must keep all internal and external gardens and Balconies and Terraces within a Lot clean, tidy and well maintained.

10.5 Storage of goods on balconies

10.5 An Owner or Occupier must not, on a Balcony or Terrace of a Lot:

- (a) place or store household furniture, appliances or Household Goods; or
- (b) enclose the balcony in any way (other than in accordance with the terms of the Architectural Design Guidelines).

Chapter 11. Moving Household Goods

11.1 Obligations of Owner/Occupier re a Move

11.1 An Owner or Occupier who proposes a Move, must:

- (a) not move, or permit to be moved, any Household Goods through Common Property (including within a lift) without the consent of the Building Manager;

- (b) apply for and obtain from the Building Manager, during the working hours of the Building Manager and at least two working days prior to the proposed Move:
 - (1) consent to the Move, and;
 - (2) a mutually convenient booking time;
- (c) sign the Booking Form, or authorize an agent to sign on behalf of the Owner or Occupier, if required by the Building Manager;
- (d) pay, or ensure payment of any reasonable additional fee requested by the Building Manager;
- (e) abide by the booking time allocated by the Building Manager, unless varied by consent of the Building Manager;
- (e) abide by the terms and conditions of the Booking Form;
- (f) immediately notify the Building Manager of any damage incurred during the Move;

11.2 Obligations of Owner/Occupier re a Move

11.2 An Owner or Occupier is liable for;

- (a) any additional expenses incurred by the Owners Corporation as a result of the Move, and;
- (b) any damage to Common Property caused by the moving of any Object.

11.3 Indemnity by Owner/Occupier

11.3 The Owner or Occupier agrees to indemnify and keep indemnified the Owners Corporation against any claim, action, suit or demand with respect to injury to person or damage to property arising out of the Move.

11.4 Rights of Building Manager re a Move

11.4 The Building Manager has complete discretion in relation to the terms upon which any Move is undertaken, including:

- (a) the date and time of the proposed Move;
- (b) the execution or otherwise, by an Owner, of the Booking Form;
- (c) the making any reasonable directions thought fit to ensure no injury to persons or damage to property, and effecting an efficient, safe and timely Move;
- (d) effecting repairs to Common Property;
- (e) any other matter relevant to the Move.

11.5 Rights of Owners Corporation re a Move

11.5 The Owners Corporation:

- (a) may charge to the Owner or Occupier;

- (1) the costs of a weekend or an Out of Hours Move, including the costs of security, and;
 - (2) the costs associated with the repair of damage caused to Common property as a result of the Move to or from the Lot of an Owner or Occupier;
- (b) may charge to an owner the costs associated with investigating any Move not sanctioned by the Building Manager;
 - (c) may recover such costs incurred as a debt.

11.6 Owner/Occupier must notify of damage

11.6 An Owner or Occupier must immediately notify the Building Manager of any damage incurred during the Move.

Chapter 12. Garbage Disposal

12.1 Garbage Room and chute

12.1 Each floor of each Building has:

- (a) a Garbage Room for recyclable materials; and
- (b) a garbage chute for garbage and waste (other than recyclable materials).

12.2 Obligations of Owner/Occupier re disposal of garbage

12.2 An Owner or Occupier must ensure that:

- (a) garbage and waste is drained and wrapped before being placed in a garbage container or the garbage chute;
- (b) recyclable materials are placed in a garbage container designated for that purpose and a separated and prepared in accordance with the applicable recycling guidelines, or if large packaging, delivered to the Garbage Room;
- (c) bottles are drained and cleaned and not broken before placing them in a garbage container designated for that purpose and that bottles, glass or liquids are not deposited in a garbage chute; and
- (d) no large items that might cause a blockage are placed in a garbage chute.

12.3 Owner/Occupier must comply with garbage recycling

12.3 An Owner or Occupier must comply with any rules concerning garbage collection and the recycling of garbage made by:

- (a) a Government Agency; or
- (b) the Owners Corporation.

12.4 Owner/Occupier must clean up spills

12.4 An Owner or Occupier must immediately clean up any spillage of trade waste, garbage or recyclable material on Common Property which is caused by that Owner or Occupier.

12.5 Rights of Owners Corporation

12.5 If an Owner or Occupier does not comply with the By-Laws, the Owners Corporation may:

- (a) carry out the necessary work, and;
- (b) invoice the Owner or Occupier the cost for doing so;
- (c) the cost shall be recoverable as a debt.

12.6 Obligations of Owners Corporation

12.6 The Owners Corporation:

- (a) is responsible for placing garbage and recyclable materials in a Garbage Room for collection by Council or a private contractor; and
- (b) must arrange for the removal of articles from a Garbage Room which Council or a private contractor will not remove as part of its normal garbage service, and may charge the Owner or Occupier the cost of that service.

Chapter 13. Provision of amenities or Services

13.1 Owners Corporation may provide for services

13.1 The Owners Corporation may determine to enter into arrangements for the provision of amenities or services to one or more of the Lots, or to the Owner or Occupier of a Lot, including:

- (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.

13.2 Obligations of Owners Corporation re amenities or services

13.2 If the Owners Corporation makes a determination, referred to in this Chapter, to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the determination the amount for which, or the conditions upon which, it will provide the amenity or service.

Chapter 14. Prohibition on Change to Common Property

14.1 Prohibition on Change to Common Property

14.1 An Owner must not make any Change to Common Property unless the Owner is authorised to do so:

- (a) under this Chapter, or;
- (b) under a specific By-Law or a Common Property Rights By-Law, or
- (c) by the written consent of the Strata Committee, if authorized to grant consent, or the Owners Corporation given by Special Resolution, or in any other manner authorised by the By-Laws.

14.2 Changes to Common Property

14.2 The following is the procedure for authorising changes to Common Property:

- (a) the Owners Corporation or an Owner may add to, alter or erect a new structure on Common Property for the purpose of improving or enhancing the Common Property;
- (b) any such action may be taken by the Owners Corporation or Owner only if a Special Resolution has first been passed by the Owners Corporation that specifically authorises the taking of the particular action proposed;
- (c) a Special Resolution that authorises action to be taken in relation to the Common Property by an Owner may specify whether the ongoing maintenance of the Common Property once the action has been taken is the responsibility of the Owners Corporation or the Owner;
- (d) if the Special Resolution does not specify who has the ongoing maintenance of the Common Property concerned, the Owners Corporation has the responsibility for the ongoing maintenance.
- (e) a Special Resolution that allows an Owner of a lot to take action in relation to certain Common Property and provides that the ongoing maintenance of that Common Property after the action is taken is the responsibility of the Owner has no effect unless:
 - (1) the Owners Corporation obtains the written consent of the Owner to the making of a by-law to provide for the maintenance of the Common Property by the Owner, and
 - (2) the Owners Corporation makes the by-law.
- (f) The by-law:
 - (1) may require, for the maintenance of the Common Property, the payment of money by the Owner at specified times or as determined by the Owners Corporation, and
 - (2) must not be amended or repealed unless the Owners Corporation has obtained the written consent of the Owner concerned.

14.3 Notice to Owners Corporation of a Change

14.3 An Owner or Occupier must give the Owners Corporation at least fourteen (14) days' notice before carrying out any Change to Common Property on a Lot or Common Property, except in the case of Cosmetic Work or urgent repairs and maintenance, in which case, the Owner or Occupier shall give notice within fourteen (14) days after the change is made.

14.4 Terms of notice re Change

14.4 The notice must describe the proposed Change to Common Property in sufficient detail for the Owners Corporation to ascertain:

- (a) the estimated time period for the carrying out of the proposed building work;
- (b) the nature and extent of the proposed building work; and
- (c) what Common Property, or Lot will be affected.

14.5 Consent of government agencies for Change

14.5 An Owner or Occupier must obtain the consent of the Council or any other Government Agency (if required) for any Change to Common Property.

14.6 Owners Corporation consent to Change

14.6 The consent of the Owners Corporation will constitute consent to the lodgement of a development application to the Council or any other Government Agency (if required).

14.7 Obligations of Owner re Change

14.7 During the carrying out of any Change an Owner must:

- (a) ensure no damage is caused to any Service within the Buildings;
- (b) use protective cloths or sheets to protect the walls, ceilings and floors of any lift used in the carrying out of any building work;
- (c) ensure that the Change is carried out to the satisfaction of the Owners Corporation and if appropriate the Council or other Government Agencies;
- (d) repair any damage caused to the Common Property as a result of the Change;
- (e) carry out the Change in a manner that complies with all warranties and does not void or otherwise adversely affect any warranties in relation to the relevant Building or any part of the Buildings;
- (f) ensure the Change is carried out by suitably qualified (and if appropriate, licensed) persons;
- (g) carry out the Change promptly; and
- (h) ensure that the Change is carried out within working hours generally imposed by Council.

14.8 Structural Change

14.8 An Owner or Occupier:

- (a) must not carry out any Change to any part of the Buildings, which renders structural support to any other part of the Buildings without the consent of the Owners Corporation;
- (b) the application for consent shall be accompanied by copies of all relevant plans, consents and consents by all Governmental agencies;
- (b) all Changes approved by the Strata Committee or the Owners Corporation must be carried out in accordance with any conditions imposed by any Government agencies and the Strata Committee or the Owners Corporation.

14.9 Locking or safety device

14.9 An Owner or person authorised by an Owner may install, without the consent of the Owners Corporation:

- (a) any locking or other safety device for protection of the owner's Lot against intruders or to improve safety within the owner's Lot, providing any installation of anything that is likely to affect:
 - (1) the operation of fire safety devices in the lot, or;
 - (2) to reduce the level of safety in the lots or common property is prohibited,
- (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.

14.10 Locking device must be installed properly

14.10 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 buildings.

14.11 Maintenance of the locking device

14.11 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 in this chapter 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 that forms part of the Common Property and that services the lot.

14.12 Cosmetic Work

14.12 An Owner may carry out Cosmetic Work to Common Property in connection with the owner's Lot without the consent of the Owners Corporation.

14.13 Repair of damage caused by Cosmetic Work

14.13 An Owner must ensure that:

- (a) any damage caused to any part of the Common Property by the carrying out of Cosmetic Work by or on behalf of the Owner is repaired, and
- (b) the Cosmetic Work and any repairs are carried out in a competent and proper manner.

14.14 Minor Renovations

14.14 An Owner may carry out Minor Renovations to Common Property in connection with the Owner's Lot with the consent of:

- (a) the Strata Committee, or;
- (b) the Owners Corporation given by resolution at a general meeting. A special resolution authorising the work is not required.

14.15 Terms of consent for Minor Renovations

14.15 The consent for Minor Renovations may be subject to reasonable conditions imposed by the Strata Committee or the Owners Corporation and cannot be unreasonably withheld.

14.16 Owner to provide detail of Minor Renovations

14.16 Before obtaining the consent of the Strata Committee or the Owners Corporation, an Owner must give written notice of the proposed Minor Renovations to the Strata Committee, including the following:

- (a) details of the work, including copies of any plans;
- (b) duration and times of the work;
- (c) details of the persons carrying out the work, including qualifications to carry out the work;
- (d) arrangements to manage any resulting rubbish or debris.

14.17 Repair of damage caused by Minor Renovations

14.17 An Owner must ensure that:

- (a) any damage caused to any part of the Common Property by the carrying out of Minor Renovations is repaired, and;
- (b) the Minor Renovations and any repairs are carried out in a competent and proper manner.

Chapter 15. Owners Corporation Powers

15.1 Work required by public authority

15.1 If an Owner fails to carry out work that is required to be carried out under a notice given to the Owner by a Public Authority, the Owners Corporation may carry out the

work and recover the cost of carrying out the work from the Owner or any person who, after the work is carried out, becomes the Owner.

15.2 Work required By-Laws

15.2 If a person who is the Owner or Occupier fails to carry out work that is required to be carried out by the person under a term or condition of the By-Laws, the Owners Corporation may carry out the work and recover the cost of carrying out the work from that person, the Owner (if the person is not the Owner) or any person who, after the work is carried out, becomes the Owner of that lot.

15.3 Work that is duty of Owner/Occupier to carry out

15.3 If a person who is the Owner or Occupier fails to carry out work in order to remedy a breach of a duty imposed under the law, the Owners Corporation may carry out the work and recover the cost of the work from that person.

15.4 Work required to be carried out under order

15.4 If a person fails to carry out work required to be carried out under an order made under the Act, the Owners Corporation may carry out the work and recover the cost of carrying out the work from the person against whom the order was made.

15.5 Recovery of costs as a debt

15.5 The costs incurred by the Owners Corporation in carrying out any work referred to in this chapter may be recovered by the Owners Corporation as a debt.

15.6 Power of Owners Corporation to enter property

15.6 The Owners Corporation may, by its agents, employees or contractors, enter on any part of the parcel of the scheme for the purpose of carrying out the following work:

- (a) work required or authorised to be carried out by the Owners Corporation in accordance with the Act;
- (b) work required to be carried out by the Owners Corporation by a notice given to it by a Public Authority;
- (c) work required or authorised to be carried out by the Owners Corporation by an order under the Act.

15.7 Power to enter to determine whether work required

15.7 The Owners Corporation may, by its agents, employees or contractors, enter on any part of the parcel for the purpose of determining whether any work is required to be carried out by the Owners Corporation in accordance with the Act.

15.8 Power to enter

15.8 In a case that is not an emergency, the Owners Corporation may enter any part of the parcel for those purposes with the consent of any Occupier of that part of the parcel or, if the Occupier does not consent, in accordance with an order of the NSW Civil and Administrative Tribunal.

15.9 Power to enter in an emergency

15.9 In an emergency, the Owners Corporation may enter any part of the parcel for those purposes at any time.

15.10 Obstruction or hindrance

15.10 A person must not obstruct or hinder the Owners Corporation in the exercise of its functions under the By-Laws.

15.11 Liability for damage

15.11 The Owners Corporation is liable for any damage to a lot or any of its contents caused by or arising out of the carrying out of any work, or the exercise of a power of entry, unless the damage arose because the Owners Corporation was obstructed or hindered.

15.12 Evidence of breach of By-Laws

15.12 The Owners Corporation may, if it suspects that there is or has been a breach of the by-laws, require an Owner, Resident or Occupier to provide all such evidence as may reasonably be required to assist the Owners Corporation to make a determination as to whether a breach has occurred, and this includes, without limitation, requiring the Owner, Resident or Occupier to:

- (a) to provide a certificate from a veterinary surgeon of the current weight of any animal admitted to or kept upon the premises;
- (b) to provide details of all leases, sub-leases, or short term lettings of any nature within the last year, whether in writing or not, calculated from the date of the request.

15.13 Manner of request for evidence and compliance

15.13 The Owners Corporation shall make such request in writing, detailing the information sought, and the Owner, Resident or Occupier shall provide that evidence within fourteen (14) days of the date of that request.

Chapter 16. Air Conditioning

16.1 Exclusive rights to air conditioning components

16.1 An Owner or Occupier has the exclusive use and enjoyment of the Air Conditioning System exclusively servicing the Lot of the Owner or Occupier.

16.2 Maintenance of air conditioning components

16.2 The Owner is responsible for the proper repair, maintenance and replacement of that Air Conditioning System.

16.3 Damage to Common Property

16.3 Damage to the Common Property adjacent to the Air Conditioning System referred to in this chapter, caused directly or indirectly by an Owner or Occupier, must be made

good by and at the cost of that Owner in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.

16.4 Indemnity by Owner

- 16.4 An Owner agrees to indemnify the Owners Corporation from and against claims, actions, suits or demands of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owner or Occupier of a Lot of the rights conferred by this chapter.

Chapter 17. Change in Use

17.1 Owner/Occupier must notify change in use

- 17.1 An Owner or Occupier must notify the Owners Corporation if the Occupier proposes to change the existing use of the Lot (for example, commencement of an hazardous activity, the Lot being used for commercial or industrial purposes or for short term holiday letting);

17.2 Timing of notice

- 17.2 Notice must be given to the Owners Corporation in writing, at least twenty-one (21) days before any change occurs, or a lease or sub-lease commences.

17.3 Owner must pay additional insurance premium

- 17.3 If the change of use results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within fourteen days of notification in writing by the Owners Corporation.

Chapter 18. Fire Safety Systems

18.1 Interference with a Fire Safety Device

- 18.1 An Owner or Occupier must not do anything or permit any invitee 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 parcel or to reduce the level of fire safety in the lots or common property.

18.2 Obligations on Owner/Occupier re fire safety

- 18.2 An Owner or Occupier must:
- (a) only install properly approved fire locks within a Lot;
 - (b) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any Fire Safety Device except for smoke and/or heat detectors within a Lot;

- (c) immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel;
- (d) notify the Owners Corporation of a risk of fire or other hazard within the Parcel;
- (f) permit the Owners Corporation (and any authorised agent) access to the Lot for the purpose of inspecting, testing, repairing or replacing a Fire Safety Device.
- (g) maintain smoke and/or heat detectors within that Lot in good and serviceable order.

18.3 Fire safety inspection

18.3 The Owners Corporation must:

- (a) have a suitably qualified or licensed person carry out a safety inspection of the Common Property at intervals as required by Law;
- (b) prominently display in the Buildings the annual fire safety statement together with a copy of the current fire safety schedule in respect of each essential fire safety measure as required under the relevant Law;
- (b) provide a copy of the annual fire safety statement to Council.

18.4 Obligations of Owners Corporation

18.4 The Owners Corporation;

- (a) must give reasonable notice in writing to the Owner or Occupier of a Lot before exercising the rights conferred on it by this chapter;
- (b) if access is not provided, any additional costs incurred by the Owners Corporation in inspecting, certifying or accessing the Lot may be recovered by the Owners Corporation from the Owner or Occupier as a debt.

18.5 Prohibition on emissions setting off fire alarm

18.5 An Owner or Occupier shall not permit cooking fumes, vapours or smoke to emit from a Lot into Common Property such as to set off the fire alarms in the building.

18.6 Liability for fire alarm call out fee

18.6 If an Owner or Occupier breaches a By-Law in this chapter, thereby setting off the fire alarm, and causing damage to Common Property or a fee to be raised by the Fire Brigade, the Owners Corporation shall be entitled to recover those fees paid by the Owners Corporation to the Fire Brigade from the Owner as a debt.

Chapter 19. Balconies, Terraces etc

19.1 Placement of items on balconies or terraces

19.1 An Owner or Occupier must not place items on Balconies or Terraces:

- (a) which may be capable of falling or being blown by wind off the Balcony or Terrace; or
- (b) in a manner which might create a safety hazard;
- (c) which are made of lightweight injection moulded material.

19.2 Placement of items on balustrades

19.2 An Owner or Occupier must not place any items on balustrades.

Chapter 20. Screening Devices

20.1 Exclusive use of Screening Device

20.1 An Owner that has a screening device attached to the balcony of the Lot has the exclusive use and enjoyment of that screening device on the terms of this chapter.

20.2 Maintenance of Screening Device

20.2 The Owner is responsible for the repair, maintenance and replacement of any screening device and must ensure that any screening device is kept in good and serviceable repair.

20.3 Maintenance of Screening Device

20.3 If an Owner does not carry out the obligations imposed in this chapter, the Owners Corporation may exercise its powers to ensure any screening device is adequately maintained and recover the cost of maintenance from the Owner as a debt.

20.4 Replacement of Screening Device

20.4 If an Owner wishes to replace any screening device, the Owner must obtain the consent of the Owners Corporation.

Chapter 21. Car Wash Bay

21.1 Obligations of Owners Corporation re Car Wash Bay

21.1 The Owners Corporation must:

- (a) retain the Car Wash Bay as Common Property for use by all Owners, Occupiers or Residents, and
- (b) not at any time sell, lease or grant exclusive use rights to the Car Wash Bay to any person or entity;

21.2 Rights of Residential Owners/Occupiers

21.2 All Residential Owners and Residential Occupiers have exclusive use of the Car Wash Bay.

21.3 Retail Owners/Occupiers

21.3 The Retail Owner and Retail Occupier are not permitted to use the Car Wash Bay.

21.4 Terms of Use of the Car Wash Bay

21.4 The following rules govern the use of the Car Wash Bay:

- (a) the Car Wash Bay may only be used between the hours of 7.30 am and 6.00 pm;
- (b) changing of engine or transmission oil or degreasing of the engine is prohibited;
- (c) bulk mud must be removed from the vehicle outside the premises before using the Car Wash Bay;
- (d) non-slip shoes must be worn at all times when using the Car Wash Bay;
- (e) all hoses must be turned off and properly stowed when washing is completed.

Chapter 22. Planter Boxes

22.1 Obligations of Owner of Planter Box

22.1 At the cost of the Owner of a Lot which has a Planter Box, the Owner must:

- (a) maintain, water and, where necessary, replace plants and soil in the Planter Box to a standard acceptable to the Owners Corporation (acting reasonably), and;
- (b) only use the planter box provided and not remove, replace, modify or damage any planter box or any pot located within the planter box;
- (c) when watering the plants or soil, ensure that water does not go on to Common Property or another Lot; and
- (d) if required by the Owners Corporation, temporarily remove and store items from the Planter Box to enable the Owners Corporation to inspect, repair or replace Common Property.

22.2 Prohibitions re Planter Box

22.2 The Owner of a Lot which has a Planter Box is situate must not:

- (a) do anything which will or might interfere with the waterproof membrane in the Planter Box, or;
- (b) remove the Planter Box, unless written consent is obtained from the Owners Corporation.

22.3 Exclusive use of Planter Box

22.3 An Owner of a Lot which has a Planter Box has the right of exclusive use in respect of the Planter Box associated with that Lot.

22.4 Rights of Owners Corporation re By-Law default

22.4 Where an Owner of a Lot, which has a Planter Box, fails or neglects to comply with any By-Law in this chapter, the Owners Corporation (or its agents, servants or contractors) may carry out work to ensure compliance at any reasonable time on notice given to the Owner and may recover the costs of fulfilling such condition as a debt from the Owner.

Chapter 23. Security System

23.1 General provisions re security system

23.1 The following applies to the Security System installed in the buildings:

- (a) all footage shall be owned and controlled by the Owners Corporation, and kept in a safe place under the care of the Building Manager;
- (b) the installation and placement of cameras shall be:
 - (1) solely for safety and security of Owners, Occupiers, Residents and Visitors, and;
 - (2) used such as to maintain a reasonable balance between safety, security and amenity of residents on the one hand, and their privacy, on the other;
- (c) cameras must be positioned so that surveillance covers only the following areas:
 - (1) Common Property areas (but excluding the interior of lifts and the podium area on level two), and;
 - (2) Storage Cages.
- (e) the equipment must be used to record visual images only, and not sound recordings;

23.2 Access and viewing of footage

23.2 The following governs access and viewing of footage:

- (a) access to footage shall be by way of secure access, namely by user name and password;
- (b) the user name and password shall be kept confidential and available only to the Building Manager, Chairperson or Secretary of the Strata Committee;
- (c) an appropriate reason for each access must be documented and kept secure and confidential to the Building Manager. Chairperson or Secretary of the Strata Committee;
- (d) footage shall not be viewed or used for any illegal or improper purpose;
- (e) live feeds to the Building Manager are permitted, but shall be used for security purposes or for the safety or amenity of residents only;

- (f) one-off viewing may only be undertaken by the Building Manager or the Building Manager in conjunction with a member of the Strata Committee, or any two members of the Strata Committee together if:
 - (1) an issue of security arises, or;
 - (2) a complaint is received from an Owner, Occupier or Resident concerning a potential serious breach or repetitive breaches of the Law or By-Laws, or;
 - (3) evidence of an unauthorised entry, theft, damage to common property or threat to personal safety of any Owner, Occupier or Resident is suspected.
- (g) One-off viewing by an Owner, Occupier or Resident is not permitted unless:
 - (1) consent is given in writing by the Strata Committee on written request outlining reasons, and:
 - (2) only if the Strata Committee is satisfied that:
 - (a) an issue of security arises, or;
 - (b) a complaint is received from an Owner, Occupier or Resident concerning a potential serious breach or repetitive breaches of the Law or a By-Law, or;
 - (c) evidence of an unauthorized entry, theft, damage to Common Property or a threat to personal safety of any Owner, Occupier or Resident is suspected, and;
 - (3) viewing shall be in the presence of the Building Manager, Chairperson or Secretary of the Strata Committee, and;
 - (4) The reasonable costs of retrieval must be met by the owner.
- (h) Footage shall only be released to:
 - (1) an Owner, Occupier, Resident or Visitor on written request, and on good reason, and only after written consent of the Strata Committee;
 - (2) the Strata Committee, which may use footage for the purposes outlined in this chapter;
 - (3) a member of any law enforcement agency who is engaged in the course of investigating a crime;
 - (4) any other person or entity, on production of an order of a court or judicial body with appropriate jurisdiction.

23.3 Retention of footage

- 23.3 All footage is to be retained by the Owners Corporation until it is automatically recorded over by the Security System, unless it contains footage of;
- (a) incidents reported to the Building Manager; or
 - (b) serious breaches or repetitive breaches of the Law or the By-Laws, or;
 - (c) issues involving the security, safety or amenity of Residents;

IN WHICH CASE, it must be retained by the Building Manager until destruction is approved by the Strata Committee.

23.4 Notification Signage

23.4 The Owners Corporation shall ensure that signage of an appropriate size, to enable clear viewing, is placed at each entrance to the Buildings, indicating to all persons accessing the buildings that parts of the Common Property areas of the Buildings are monitored by video surveillance for security purposes.

Chapter 24. Loading Dock

24.1 Availability of Loading Dock

24.1 The Loading Dock shall be made available by the Building Manager to all residents for removal vehicles, bulky good deliveries and similar items.

24.2 Loading Dock schedule/register

24.2 The Building Manager shall:

- a) manage the scheduling of the Loading Dock either by a schedule showing residents when they can use the dock or by a register managed on site to allow residents to reserve a time period for their deliveries.
- (b) the Building Manager shall make this information available to any residents on application.

Chapter 25. Provision of letterboxes

25.1 Owners Corporation to provide letterboxes

25.1 The Owners Corporation must construct and maintain in each lobby a letterbox for the Owners Corporation suitable to receive mail and other documents.

25.2 Letterboxes to be named

25.2 The name of the Owners Corporation is to be clearly shown on the letterboxes.

Chapter 26. Service of Documents

26.1 Application of this chapter

26.1 This By-Law applies to the service of a notice or other document required or authorised by the Act or the By-Laws to be served by the Owners Corporation, Strata Committee or the secretary of the Strata Committee including the notice or minutes of a general meeting of the Owners Corporation.

26.2 Notice may be served electronically

26.2 A notice or other document may be served on the Owner of a Lot by electronic means by sending the notice or document to an email address given by the Owner in writing to the Owners Corporation for the service of documents, in a form determined by the Owners Corporation or Strata Committee.

26.3 Time of service

26.3 A document served by electronic means by sending the document to an email address is taken to be served on the business day after the document is sent unless the sender receives notice, before the business day after the document is sent, that the email has not reached or was not deliverable to the recipient including automatically generated “undeliverable” and “bounced back” messages but not including “out of office” replies.

26.4 Other means of service

26.4 If a document is not served by electronic means (whether because the sender receives a response that the email has not reached or was not deliverable to the recipient or for another reason), the document must be served in any other manner authorised by the Act or the By-Laws for the service of the documents.

Chapter 27. Retail Lot

27.1 Consent to fit out

27.1 The Retail Owner or Retail Occupier must:

- (a) obtain the prior consent of the Owners Corporation to the carrying out of any works to fit out a Retail Lot; and ensure that the fitting out of the Retail Lot:
 - (1) is completed using high quality finishes and materials;
 - (2) is carried out in a proper and workmanlike manner by a licensed or suitably qualified person; and
 - (3) does not adversely affect the External Appearance of the Buildings.

27.2 Consent to development application

27.2 The Retail Owner or Retail Occupier must obtain the prior consent of the Owners Corporation for the lodgement of any development application with a consent authority or Government Agency.

27.3 Obligation on Owners Corporation re consent

27.3 The Owners Corporation must consent to the lodging of any development application by the Retail Owner or Retail Occupier for the use of the Retail Lot for any lawful purpose so long as the use does not adversely impact in any way on the Common Property or the nature of the Buildings as prestigious and up market buildings.

27.4 Retail signage

- 27.4 The Retail Owner or Retail Occupier may, without the consent of the Owners Corporation, erect appropriate trade or business signage in respect of the Retail Lot to the glass façade of the Building within the Retail Lot, provided that:
- (a) it is not neon or flashing; and
 - (b) it is located behind the external glass line of the Retail Lot; and
 - (c) it has colour, size and letter style consistent with the nature of the Buildings; and
 - (d) the maximum width of the signage does not exceed one window bay; and
 - (e) if the signage is connected to power:
 - (1) such power must run off a Retail Owner's switchboard and must not be connected to the Owners Corporation's power supply; and
 - (2) it must not be illuminated after 10.30 pm; and
 - (3) the Retail Owner or Retail Occupier is solely responsible for any maintenance or repair associated with that signage; and
 - (4) all necessary consents or consents have been obtained from any relevant Government Agencies.

27.5 Operation of businesses from the Retail Lot

- 27.5 The Retail Owner or Retail Occupier must ensure that any business operated from the Retail Lot is always conducted:
- (a) in accordance with all relevant Laws and in a proper and professional manner;
 - (b) so as to maintain the security, cleanliness and good reputation of the Buildings, and;
 - (c) with a usage consistent with the nature of the Buildings.

27.6 Hours of operation and noise

- 27.6 The Retail Owner or Retail Occupier:
- (a) must not permit any form of live entertainment or amplified music to be conducted on the Retail Lot unless the Owners Corporation by special resolution determines otherwise; and
 - (b) may only conduct or permit to be conducted commercial or business activities on Retail Lot during the hours of 6 am to 10 pm on any day or the hours of operation imposed by the Council or a relevant Government Agency (whichever is the lesser).
 - (c) Commercial or business activities may be conducted on the Retail Lot after 10pm provided doing so does not contravene restrictions imposed by any relevant Governmental Agency or the relevant Council and does not create unreasonable noise or disturbance to other Owners or Occupiers.

27.7 Emission of light

27.7 The Retail Owner or Retail Occupier must ensure that the:

- (a) maximum illuminance at any point on a horizontal plane at 1200mm above the floor level within the Retail Lot does not exceed 600 lux; and
- (b) maximum illuminance on any vertical plane within the Retail Lot must not exceed 600 lux.

27.8 Emission of odours

27.8 The Retail Owner or Retail Occupier must ensure that no offensive or strong odours emanate from the Retail Lot.

27.9 Pest control

27.9 The Retail Owner or Retail Occupier must, at its cost, ensure that regular pest control is carried out (which must be done at least yearly) within the Retail Lot and areas over which the Retail Owner or Retail Occupier has exclusive use so as to eradicate pests.

27.10 Pest report

27.10 A copy of a report carried out by a pest exterminator must be furnished to the Owners Corporation by the Retail Owner or Retail Occupier.

27.11 Exclusive use of Grease arrestor

27.11 The Retail Owner or Retail Occupier has the right of exclusive use and enjoyment of and a special privilege in respect of the Grease Arrestor.

27.12 Obligations of Retail Owner/Retail Occupier re Grease Arrestor

27.12 The Retail Owner and Retail Occupier:

- (a) agrees to indemnify the Owners Corporation against claims, actions, suits or demands of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out of the exercise of the rights conferred by this chapter and the use of the Grease Arrestor;
- (b) must comply with all requirements of any Authority in connection with the Grease Arrestor;
- (c) is responsible for the running costs of the Grease Arrestor;
- (d) must maintain and keep the Grease Arrestor clean and in good and serviceable repair;
- (e) is responsible for the renewal or replacement of the Grease Arrestor, if necessary.

27.13 Exclusive use of Exhaust System

27.13 The Retail Owner or Retail Occupier has the right of exclusive use and enjoyment of and a special privilege in respect of the Exhaust System.

27.14 Obligations of Retail Owner/Retail Occupier re Exhaust System

27.14 The Retail Owner or Retail Occupier:

- (a) agrees to indemnify the Owners Corporation against all claims, actions, suits or demands of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out of the exercise of the rights conferred by this chapter and the use of the Exhaust System;
- (b) must comply with all requirements of any Authority in connection with the Exhaust System;
- (c) is responsible for the running costs of the Exhaust System;
- (d) must maintain and keep the Exhaust System clean and in good and serviceable repair;
- (e) is responsible for the renewal or replacement of the Exhaust System, if necessary.

27.15 Fan and associated equipment

23.15 The Retail Owner and Retail Occupier acknowledge that the Exhaust System is provided to the ceiling area, but does not include a fan and associated equipment to extract fumes from the Retail Lot.

27.16 Exclusive use of fan and associated equipment

27.16 The Retail Owner or Retail Occupier has the exclusive right to install a fan and associated equipment in the ceiling of the building to extract fumes from the Retail Lot.

27.17 Obligations of Retail Owner/Occupier re fan etc

27.17 The Retail Owner and Retail Occupier:

- (a) must obtain all necessary consents for the installation of the fan and associated equipment;
- (b) is responsible for the installation of the fan and associated equipment in the ceiling of the building;
- (c) must maintain and keep the fan and associated equipment clean and in clean and serviceable repair; and
- (d) must comply with all acoustic requirements of any Governmental authority.

27.18 Liquor licensing

23.15 The Owners Corporation and each Owner or Occupier will not:

- (a) lodge an objection with respect to an application by the Retail Owner or Retail Occupier for a liquor licence or permit; or
- (b) prevent the Retail Owner or Retail Occupier from obtaining a liquor licence or permit required in connection with the cafe or restaurant business carried on or to be carried on in the Retail Lot.

27.19 Exclusive use of Seating Area

27.19 The Retail Owner or Retail Occupier has the exclusive use and enjoyment of the Seating Area.

27.20 Indemnity re use of Seating Area

27.20 The Retail Owner and Retail Occupier must indemnify the Owners Corporation in respect of any claim, action, suit or demand in respect of any injury, loss or damage whatsoever to any person or property including Common Property insofar as such injury, loss or damage arises out of the use by the Retail Owner or Retail Occupier of the Seating Area.

27.21 Maintenance of Seating Area

27.21 The Retail Owner and Retail Occupier must maintain and repair the Seating Area, including floor finishes and light fittings.

27.22 Cleaning of Seating Area

27.22 The Retail Owner and Retail Occupier must keep the Seating Area in a good, clean and serviceable repair and condition.

27.23 Permitted use of Seating Area

27.23 The Retail Owner and Retail Occupier may only use the Seating Area for seating and serving customers in connection with the use of the Retail Lot as a cafe, restaurant or both. If at any time the use of a Retail Lot by the Retail Owner or Retail Occupier changes such that the use ceases to be primarily as a restaurant or café or both, the Retail Owner or Retail Occupier will not be entitled to exercise rights over the Seating Area for the period that their use of the Retail Lot is not primarily as a restaurant or café or both.

27.24 Insurance

27.24 The Retail Owner or Retail Occupier must take out policies of insurance for public liability and property damage arising in connection with the Seating Area.

Schedule One-Common Property Memorandum

Owners Corporation responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	<ul style="list-style-type: none">(a) columns and railings(b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)(c) balcony ceilings (including painting)(d) security doors, other than those installed by an owner after registration of the strata plan(e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan(f) common wall fencing, shown as a thick line on the strata plan(g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land(h) awnings within common property outside the cubic space of a balcony or courtyard(i) walls of planter boxes shown by a thick line on the strata plan(j) that part of a tree which exists within common property
2. Ceiling/Roof	<ul style="list-style-type: none">(a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility)(b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility)(c) guttering(d) membranes

<p>3. Electrical</p>	<ul style="list-style-type: none"> (a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot (g) power point sockets serving more than one lot (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>) (i) telephone, television, internet and cable wiring within common property walls (j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property (k) lifts and lift operating systems
<p>4. Entrance door</p>	<ul style="list-style-type: none"> (a) original door lock or its subsequent replacement (b) entrance door to a lot including all door furniture and automatic closer (c) closer (d) security doors, other than those installed by an owner after registration of the strata plan
<p>5. Floor</p>	<ul style="list-style-type: none"> (a) original floorboards or parquet flooring affixed to common property floors (b) mezzanines and stairs within lots, if shown as a separate level in the strata plan (c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan (d) sound proofing floor base (e.g. magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan

<p>6. General</p>	<ul style="list-style-type: none"> (a) common property walls (b) the slab dividing two storeys of the same lot, or one storey from an open space roof area e.g. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) any door in a common property wall (including all original door furniture) (d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner’s responsibility) (e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan (f) ducting cover or structure covering a service that serves more than one lot or the common property (g) ducting for the purposes of carrying pipes servicing more than one lot (h) exhaust fans outside the lot (i) hot water service located outside of the boundary of any lot or where that service serves more than one lot (j) letter boxes within common property (k) swimming pool and associated equipment (l) gym equipment
<p>7. Parking / Garage</p>	<ul style="list-style-type: none"> (a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan (b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot (c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot (d) mesh between parking spaces, if shown by a thick line on the strata plan
<p>8. Plumbing</p>	<ul style="list-style-type: none"> (a) floor drain or sewer in common property (b) pipes within common property wall, floor or ceiling (c) main stopcock to unit (d) storm water and on-site detention systems below ground
<p>9. Windows</p>	<ul style="list-style-type: none"> (a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation

Lot owner responsibilities for maintenance, repair or replacement

<p>1. Balcony and courtyards</p>	<p>(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan</p> <p>(b) that part of a tree within the cubic space of a lot</p>
<p>2. Ceiling/Roof</p>	<p>(a) false ceilings inside the lot installed by an owner after the registration of the strata plan</p>
<p>3. Electrical</p>	<p>(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot</p> <p>(b) fuses and fuse boards within the lot and serving only that lot</p> <p>(c) in-sink food waste disposal systems and water filtration systems</p> <p>(d) electrical wiring in non-common property walls within a lot and serving only that lot</p> <p>(e) light fittings, light switches and power point sockets within the lot serving only that lot</p> <p>(f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot</p> <p>(g) telephone, television, internet and cable service and connection sockets</p> <p>(h) intercom handsets serving one lot and associated wiring located within non-common walls</p>
<p>4. Entrance door</p>	<p>(a) door locks additional to the original lock (or subsequent replacement of the original lock)</p> <p>(b) keys, security cards and access passes</p>
<p>5. Floor</p>	<p>(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan</p> <p>(b) lacquer and staining on surface of floorboards or parquetry flooring</p> <p>(c) internal carpeting and floor coverings, unfixed floating floors</p> <p>(d) mezzanines and stairs within lots that are not shown or referred to in the strata plan</p>

6. General	<ul style="list-style-type: none"> (a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher (e) stove (f) washing machine and clothes dryer (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) (h) internal doors (including door furniture) (i) skirting boards and architraves on non-common property walls (j) tiles and associated waterproofing affixed to non-common property walls (k) letterbox within a lot (l) pavers installed within the lot's boundaries (m) ducting cover or structure covering a service that serves a single lot
7. Parking / Garage	<ul style="list-style-type: none"> (a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary (c) light fittings inside the lot where the light is used exclusively for the lot (d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)
8. Plumbing	<ul style="list-style-type: none"> (a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and any associated hardware
9. Windows	<ul style="list-style-type: none"> (a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys

Schedule Two-Terms of Consent and Restrictions

The following encapsulates the terms of clause 45 of the development consent for Erko Apartments issued by the Sydney City Council, and the terms of the restrictions on use contained in the instrument registered with Land and Property Information under s88B of the Conveyancing Act 1919:

- (a) The accommodation portion of the buildings (levels 1 to 8) must be used as permanent residential accommodation only and not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the South Sydney Local Environmental Plan 1998, and;
- (b) No more than two adult people shall occupy any bedroom and no bedroom shall contain more than two beds (excluding children and children's beds, cots or bassinets);
- (c) The total number of adults residing in one unit shall not exceed twice the number of approved bedrooms;
- (d) If a unit contains a tenant, occupation must be subject to a residential tenancy agreement with a minimum of three (3) months term;
- (e) The owner, tenant or Owners Corporation must not permit a Building Manager or agent to advertise or organise short term accommodation or share accommodation in the buildings;
- (f) Car parking spaces may only be used for parking of vehicles related to residence in the unit with which the space is associated. No storage should take place for commercial businesses in car parking spaces.