

Altair By-laws

These by-laws affect every owner, resident and visitor to Altair.

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1 Dictionary

Meaning of words

1.1 This by-law explains words written Like This and some other words that have special meanings. Words and expressions defined in the Act that this by-law does not explain have the same meaning as they do in the Act.

1.2 In the by-laws:

Act is the Strata Schemes Management Act 1996 (NSW).

Air Conditioning Equipment includes air conditioning plant and equipment, air handling units, cables, conduits, pipes, wires and ducts. Some Owners have exclusive use of the Air Conditioning Equipment exclusively servicing their Lots. See by-laws 25 and 26 for more information.

Altair is strata scheme no 64622.

Annexure A is the annexure to these by-laws containing a form of a Licence Agreement.

Annexure B is the annexure to these by-laws containing a form of Consent Form referred to in by-law no. 8 – Building Works.

Approved Insulation is insulation for hard floors as approved by the executive committee from time to time.

Approved Underlay is underlay for carpeting as approved by the executive committee from time to time.

Balcony includes a terrace.

Bond means the greater of

- (a) \$1000; and
- (b) 10% of the cost of your Renovations or Building Works up to a maximum of \$10,000.

Building Management Area means:

- (a) the Common Property concierge desk and associated areas facilities located on level I of Altair (Building Management on the Concept Plan); and
- (b) all equipment placed or installed in the Building Management Area by the Owners Corporation or at the date the strata plan for Altair was registered.

Building Manager is the person the Owners Corporation appoints under by-law 39 as the Building Manager for Altair who has the Owners Corporation's authority to act on its behalf as indicated in these by-laws for the purposes of these by-laws;

Building Works are any works, alterations, additions, damage, removal, repairs or replacement of:

- (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Lot. Common Property walls include windows and doors in those walls;
- (b) Common Property services;

- (c) the internal walls inside your Lot (e.g. wall dividing two rooms in your Lot);
- (d) the structure of your Lot; or
- (e) your Lot

and includes damaging, altering or removing or erecting a load bearing wall or non-load bearing wall.

Building Works exclude minor works or alterations to the interior of Common Property walls enclosing a Lot (e.g. hanging pictures or attaching items to those walls).

by-laws are the by-laws under the Act in force for Altair.

Carspace Lot means a utility lot for parking motor vehicles.

Carwash Bays means the Common Property carwash bays on level 3 of Altair (Car Wash) on the Concept Plan. Use of the Carwash Bays is regulated in by-law 20.

Checklist means a checklist of things you should do and steps you should take when changing your floor coverings, carrying out Renovations or carrying out Building Work; such checklist being available from the Building Manager;

Commercial Garbage Room means:

- (a) the Common Property garbage room on level 1 of Altair (Retail Cafe Garbage on the Concept Plan) for use by the Commercial Lot Owners and Occupiers; and

- (b) the equipment and machinery placed or installed in the Commercial Garbage Room by the Owners Corporation or at the date the strata plan for Altair was registered.

The Commercial Lot Owners jointly have exclusive use of the Commercial Garbage Room. See by-law 24 for more information.

Commercial Lots means Lots 140 and 141 and any Lots into which they are subdivided or resubdivided.

Commercial Signage Code means the code which the Owners Corporation may adopt under by-law 14 to regulate most Signs in Commercial Lots and on Common Property.

Common Property means:

- (a) common property in Altair, and
- (b) the personal property of the Owners Corporation.

Concept Plan means the concept plan on 4 sheets in these by-laws. It shows the location of facilities and exclusive use areas in Altair.

Exclusive Use By-Laws means by-laws granting owners exclusive use and special privileges of Common Property.

Government Agency means a governmental or semi-governmental administrative, fiscal or judicial department or entity.

Grease Traps means:

- (a) the Common Property grease traps which service each Commercial Lot; and
- (b) the Common Property pipes, ducts, vents and other services associated with the use, operation, maintenance, repair and pump out of the Grease Traps.

Each Commercial Lot Owner has exclusive use of the Grease Trap servicing their Commercial Lot. See by-law 29 for more information.

Gym means:

- (a) the two Common Property gyms on level 4 of Altair (Gym and Recreation Room on the Concept Plan); and
- (b) the change rooms and equipment associated with the use, operation, maintenance and repair of the Gym (including the rooms in which they are located).

Residential Lot Owners jointly have exclusive use of the Gym. See by-law 28 for more information.

Lap Pool means:

- (a) the Common Property lap pool on level 4 of Altair (Lap Pool on the Concept Plan); and
- (b) the spa, the paddling pool, change rooms, pumps and other equipment associated with the use, operation, maintenance and repair of the Lap Pool (including the rooms in which they are located).

Residential Lot Owners jointly have exclusive use of the Lap Pool. See by-law 28 for more information.

Licence Agreement means an agreement in the form of Annexure A as may be amended by the executive committee from time to time.

Loading Dock means the Common Property loading dock on level I of Altair (Loading Dock on the Concept Plan). Use of the Loading Deck is regulated in by-law 19.

Lot means a Residential Lot, Commercial Lot or Carspace Lot in Altair and any lots into which they are subdivided or resubdivided.

Occupier means the occupier, lessee or licensee of a Lot.

Owner means:

- (a) the owner for the time being of a Lot; and
- (b) a mortgagee in possession of a Lot.

Owners Corporation means The Owners Strata Plan No. 64622.

Renovations means renovations to a Lot which do not include alterations or additions to Common Property.

Residential Garbage Chutes means the Common Property garbage chutes from levels 4 to 19 of Altair which connect to the Residential Garbage Room on level 1. Residential Lot Owners jointly have exclusive use of the Residential Garbage Chutes. See by-law 23 for more information.

Residential Garbage Rooms means:

- (a) the Common Property garbage rooms on level I of Altair (Residential Garbage and Garbage Store on the Concept Plan); and
- (b) the garbage compactor and other equipment and machinery placed or installed in the Residential Garbage Rooms by the Owners Corporation or at the date the strata plan for Altair was registered.

Residential Lot Owners jointly have exclusive use of the Residential Garbage Room according to by-law 23.

Residential Lots means Lots 1 to 139 (inclusive) in Altair.

Rules means rules made by the Owners Corporation according to by-law 40. You must comply with the Rules.

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

Signage Area means the area designated (A) Easement for Advertising Signage Purposes 2 Wide on the Strata Plan.

Signage Equipment means pipes, wires, cables, ducts, electrical conduits, electrical meters and other electrical equipment in or on the Common Property which service the Signage Area and Signs.

Signage Fee means 4.065% of all contributions determined and levied by the Owners Corporation.

Signs means illuminated or other signs displaying a business name, logo, advertisement or a combination of them.

Special Privilege By-laws means by-laws granting Owners special privileges of Common Property

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent under section 27 of the Act or if none is appointed, means the secretary of the Owners Corporation.

you means an owner or occupier of a Lot.

Interpreting the by-laws

1.3 These by-laws take precedence over any guidelines, codes, forms or other material issued on behalf of the Owners Corporation, the Executive Committee or the Building Manager.

1.4 A reference to:

- (a) a thing includes the whole or each part of it;
- (b) a document includes any variation or replacement of it;

- (c) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (d) a person includes an individual, a firm, a body corporate, an incorporated association or an authority;
- (e) a third party includes a person who is not an Owner;
- (f) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns;
- (g) the singular includes the plural and vice versa; and
- (h) “include” and “including” and similar expressions are not words of limitation.

1.5 Headings do not affect the interpretation of the by-laws.

1.6 If you need to have consent to do anything under these by-laws, then that consent may be given by the executive committee or the Building Manager unless the by-laws state otherwise.

2 About the by-laws

Purpose of the by-laws

- 2.1 The by-laws regulate the day to day management and operation of Altair. They are an essential document for the Owners Corporation and everyone who owns or occupies a Lot.
- 2.2 The by-laws are designed to maintain the quality of Altair and protect the unique life style enjoyed by all Owners and Occupiers. They operate to enhance everyone's use and enjoyment of their Lot and the Common Property, while balancing the rights of the Residential Lot Owners and Commercial Lot Owners.

Lots

- 2.3 Altair contains a mixture of Residential Lots, Commercial Lots and Carspace Lots. To ensure that the rights and interests of the Owners and Occupiers of each type of Lots are protected, some by-laws make specific provisions for Residential Lots, Commercial Lots or Carspace Lots.

Purpose of the Exclusive Use By-Laws or Special Privilege By-Laws

- 2.4 To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Exclusive Use By-Laws and Special Privilege By-Laws may make Owners responsible for certain costs of the Common Property which they use or occupy.

2.5 The Owners Corporation may amend or cancel an Exclusive Use By-Law or Special Privilege By-Law only by special resolution and with the written consent of each Owner who has the exclusive use rights or special privileges.

Who must comply with the by-laws?

2.6 The Owners Corporation must comply with the by-laws.

2.7 You must comply with by-laws that relate to your Lots and to the Common Property.

2.8 By-laws that do not specifically relate to Residential Lots, Commercial Lots or Carspace Lots apply to all Owners and Occupiers.

3 Your behaviour

3.1 You must not:

- (a) make noise or behave in a way likely to interfere with another Owner's or Occupier's use and enjoyment of their Lot or Common Property;
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors or the Owners Corporation's staff or contractors;
- (c) smoke cigarettes, cigars or pipes while you are on Common Property or allow smoke from them or from a barbeque to enter Common Property or

another Lot or to interfere with any other Owner's or Occupier's enjoyment of their Lot or the Common Property;

- (d) obstruct the legal use of Common Property by any person;
- (e) do anything in Altair that is illegal; or
- (f) do anything that might damage the good reputation of Altair.

3.2 You must:

- (a) be adequately clothed when you are on Common Property or visible from outside your Lot;
- (b) appropriately and suitably both reduce and control noise transmission (whether through floors, ceilings or walls or across balconies or from various levels or Common Property) that is likely to disturb another Owner's or Occupier's use and enjoyment of their Lot or Common Property.

3.3 Subject to the by-laws, you must not allow children in your care or visiting you at Altair to:

- (a) play on Common Property inside Altair (e.g. hallways or stairs); or
- (b) unless an adult exercising effective control is with them, be in an area of Common Property that may be dangerous to children (e.g. the Lap Pool and Gym and the car park).

4 You are responsible for others

4.1 You must:

- (a) make sure your visitors comply with the by-laws;
- (b) make your visitors leave Altair if they do not comply with the by-laws;
- (c) take reasonable care about whom you invite into Altair; and
- (d) accompany your visitors at all times, except when they are entering and leaving Altair.

4.2 If you lease or license your Lot, you must:

- (a) give a copy of the current by-laws to your tenant or licensee and ensure that your tenant or licensee and their visitors comply with the by-laws;
and
- (b) take all action available to you, including action under the lease or licence, to make them comply or else leave Altair.

4.3 You must not allow another person to do anything that you cannot do under the by-laws.

5 Your Lot

What are your obligations?

5.1 You must:

- (a) keep your Lot clean and tidy and in good repair and condition;
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws which services your Lot whether or not you made the installation or alteration;
- (c) notify the Building Manager if you change the existing use of your Lot in a way which may affect insurance premiums for Altair; and
- (d) at your expense comply with all laws about your Lot including Government Agencies' requirements.

What you must not do

5.2 You must not:

- (a) store things in your Carspace Lot (other than a vehicle and/or an approved storage box);
- (b) enclose your Carspace Lot;
- (c) fit tandem parking mechanisms/lifts in your Carspace Lot;

- (d) keep or rest anything on a balcony that may fall or be blown off a balcony, including drinkware, perspex or similar trays that hang on the railing of a balcony;
- (e) feed wild birds on or from any balcony;
- (f) subject to your rights under the by-laws, keep anything in your Lot that is visible from outside the Lot and is not in keeping with the appearance of Altair;
- (g) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Lot if they are visible from outside your Lot or Altair;
- (h) attach or hang an aerial or wires outside your Lot or on the Common Property;
- (i) operate electronic equipment or a device which interferes with domestic appliances: or
- (j) install or operate an intruder alarm with an audible signal.

Window coverings

5.3 Window coverings (e.g. curtains, blinds, shutters or louvers) in your Lot must be of a colour and design approved by the Owners Corporation as in keeping with the design and appearance of Altair when viewed from outside.

6 Floor coverings in your Lot

6.1 The Owners Corporation may from to time issue guidelines under this by-law in relation to the installation of a floor surface and Approved Underlay and Approved Insulation in a Lot (“Guidelines”). The Guidelines form part of this by-law and include the following:

- (a) the type or types of floor surfaces, Approved Underlay and Approved Insulation that may be installed in a Lot;
- (b) the standard of floor surfaces and Approved Underlay and Approved Insulation that may be installed in a Lot;
- (c) the method of installation of the floor surface, Approved Underlay and Approved Insulation in a Lot, including treating surrounding areas to reduce noise transmission that might unreasonably disturb another Owner or Occupier;
- (d) that a firm or firms of qualified acoustic consultants is to carry out acoustic services in relation to the installation of a floor surface and Approved Insulation other than carpet and Approved Underlay in a Lot;
- (e) test or tests that the Owners Corporation requires you to carry out in relation to the installation of a floor surface and Approved Insulation other than carpet and Approved Underlay in a Lot;

- (f) the minimum sound proof rating that the floor surface and surrounding areas must attain;
- (g) the ability for the Owners Corporation to independently verify your compliance with this by-law;
- (h) the payment of a bond for an amount that the Owners Corporation reasonably determines to ensure that you comply with this by-law; and
- (i) such other matters as the Owners Corporation reasonably determines from time to time.

6.2 You must

- (a) comply with the Guidelines;
- (b) ensure that all floor space and surrounding areas within your Lot are covered or otherwise treated in accordance with the Guidelines to reduce appropriately and suitably noise transmission that might unreasonably disturb another Owner or Occupier;
- (c) obtain written consent to remove or interfere with floor coverings or treatments in your Lot or install a floor surface and Approved Insulation other than carpet with Approved Underlay; and
- (d) obtain a Checklist from the Building Manager before you commence any work.

- 6.4 If you wish to change your floor surface, the executive committee may withhold approval or give consent conditionally or unconditionally in their absolute discretion. You must comply with all conditions even if that means you must propose an Exclusive Use by-law or other Special Privilege By-law and wait until that by-law is passed before you undertake floor covering work.
- 6.5 You may install carpet provided it has an underlay equal to Approved Underlay without requiring specific consent. All other types of underlay and carpets without underlay will require specific consent.
- 6.6 In requesting consent under this by-law, you must provide to the Building Manager the following documentation:
- (a) the documentation set out in the Guidelines; and
 - (b) such other material or documentation that the Building Manager acting on behalf of the executive committee reasonably requires.
- 6.7 Within 14 days following the installation of a floor surface and Approved Insulation other than carpet and Approved Underlay in a Lot, you must provide to the Building Manager such confirmation, certificate or report or as the executive committee may require and which may include a written report from a qualified acoustic consultant addressed to you and the Owners Corporation that guarantees

- (a) the completed installation has been inspected by that acoustic consultant;
and
- (b) all matters in relation to the installation of the floor surface and Approved Insulation satisfy this by-law, including the Guidelines.

- 6.8 Meeting a standard, whether acoustic or otherwise, prescribed in these by-laws or in any Guidelines does not exonerate or excuse you from an ongoing obligation to reduce appropriately and suitably noise transmission that might unreasonably disturb another Owner or Occupier.
- 6.9 Anything you do or should do under this by-law must be done at your own cost.
- 6.10 You must accept liability for any damage caused to any part of your Lot, the Common Property or any other Lot as a result of the removal or installation of a floor surface, Approved Insulation carpeting and Approved Underlay to your Lot and will be responsible to make good that damage immediately after it occurs.
- 6.11 You must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance or replacement of your floor surface, Approved Insulation, carpeting and Approved Underlay and will pay those amounts (including legal costs) to the Owners Corporation upon request.

6.12 You must maintain repair and replace any flooring installed in your Lot or for the benefit of your Lot pursuant to this by-law or a special privilege or exclusive use by-law, at your own expense.

7 Renovations to your Lot – General Procedure

7.1. This by-law applies if you are an Owner and want to do Renovations to your Lot that:

- (a) do not involve permanent changes or additions to Common Property;
- (b) are likely to inconvenience other Owners or Occupiers when they are being carried out (e.g. because of their scope, the duration of the works period or other reasons); and
- (c) are not already approved in a separate Exclusive Use by-law or Special Privilege By-law applying to your Lot.

7.2. This by-law does not permit you to carry out Building Work; such works involving Common Property and being the subject of by-law 8.

7.3 If you wish to undertake Renovations you must not commence any such work before you:

- (a) obtain a Checklist from the Building Manager;

- (b) obtain necessary consents from the Owners Corporation and all relevant Government Agencies and supply evidence in writing to the executive committee of all such Government Agencies' consents;
- (c) find out where service lines and pipes are located;
- (d) give the Building Manager 14 days' written notice describing in detail what work is proposed;
- (e) where the executive committee deems it necessary, then before commencing work, arrange with the Building Manager
 - i. a suitable time and means by which to access Altair;
 - ii. work hours, work methods and disposal of debris;
 - iii. a nominee who will be responsible for supervising the work and be contactable in emergencies at all times; and
 - iv. delivery of the Bond to the Building Manager.

7.4 When carrying out Renovations you must:

- (a) comply (and ensure that contractors and any persons involved in doing the work comply) with those arrangements referred to in clause 7.3;
- (b) use qualified, reputable, licensed and insured contractors;
- (c) not damage service lines or pipes or interrupt services to Altair;

- (d) do the work in a proper manner and to the Owners Corporation's and the relevant Government Agencies' reasonable satisfaction;
- (e) be liable for and immediately repair any damage caused to Common Property, your Lot or another Lot or the property of any Occupier;
- (f) not damage or interfere with or alter the integrity of fire rated doors or walls; and
- (g) comply with all the other relevant by-laws.

7.5 After carrying out work approved under this by-law, and if reasonably requested to do so by the Owners Corporation you must produce written certification that the works meet relevant Australian building, engineering, fire and/or acoustic standards for such works and that the structural integrity of the Building has not been compromised by your Renovations.

7.6 At all times, you must indemnify the Owners Corporation from all claims, loss or damage the Owners Corporation suffers (including legal costs) as a result of the performance, maintenance, repair or replacement of your Renovations.

7.7 Your Bond may be used by the Owners Corporation in its discretion to repair any damage caused to Common Property by your Renovations or associated activities.

8 Building Works

8.1 In this by-law

“Building Work” means any works, alterations, additions to, or damage, removal, repairs or replacement of:

- (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Lot. Common Property walls includes windows and doors in those walls;
- (b) Common Property services;
- (c) the internal walls inside your Lot (e.g. wall dividing two rooms in your Lot);
- (d) the structure of your Lot; or
- (e) your Lot

and includes damaging, altering or removing or erecting a load bearing wall or non-load bearing wall,

and including all ancillary work unless such work is already approved in a separate

Exclusive Use by-law or Special Privilege By-law applying to your Lot.

Building Work does not include:

- i. Renovations to Lots not affecting Common Property (but for which you must comply with by-law 7 – Renovations – General Procedure); or

- ii. work affecting Common Property where such work is only minor alterations to the interior of the Lot such as hanging picture frames or attaching decorative items to walls, or putting in recessed lighting to the walls or ceilings of the interior of the Lot (excluding balcony lights);

“Consent Form” means the written consent of the Owner of your Lot

- i. agreeing to assume the relevant obligations in this by-law before the grant of exclusive use or special privileges in this by-law can be conferred; and
- ii. which is a pre-requisite to the operation of this by-law; and
- iii. which is in the form of document annexed to these by-laws or otherwise as deemed appropriate from time to time.

8.2. This by-law applies if you are an Owner and want to carry out Building Works which may include one or more of the following activities:

- electrical, or plumbing alterations other than maintenance;
- jack hammering, brick/paver-laying, concreting, rendering, plastering, tiling or waterproofing;
- partial or full removal or relocation or erection of a non-structural or non-load-bearing wall.

8.3 If you are an Occupier and not the Owner, you must not carry out any Building Work.

- 8.4 If you are an Owner, you must not carry out Building Work unless first you:
- (a) obtain a Checklist from the Building Manager;
 - (b) submit plans detailing the proposed Building Work (including details of tradespersons and contractors, materials, style, design, colour schemes and any other details reasonably required) to the Building Manager at least 14 days before the planned commencement of work; and
 - i. if your Building Work includes adding to or altering Common Property not identified in clause 8.9 of this by-law, first submit and consent to a further special by-law for consideration by the Owners Corporation covering your maintenance obligations in respect of such work and ensure such further special by-law is passed before you undertake that work – even if that means delaying commencement of such work; and
 - ii. if your Building Work includes adding to or altering any of the Common Property identified in clause 8.9 of this by-law (entirely or in part), execute the Consent Form and deliver it to the Building Manager prior to commencing any works or activities connected with this by-law; and
 - (c) obtain necessary consents from all relevant Government Agencies;
 - (d) find out where service lines and pipes are located;
 - (e) effect and maintain contractors all works insurance, insurance required under the Home Building Act 1989 (if applicable), workers compensation

insurance and public liability insurance of an amount of no less than \$20,000,000.00 in the joint names of the Owner of the subject Lot and the Owners Corporation; and

(f) arrange with the Building Manager:

i. a nominee who will be responsible for supervising the work and be contactable in emergencies at all times;

ii. a suitable time and means by which to access the Building;

iii. work hours, work methods and disposal of debris; and

iv. all other matters likely to affect other Occupiers or services

and continuously comply (and ensure that contractors and any persons involved in doing the Building Work comply) with the Building Manager's reasonable requirements and directions; and

(g) deliver the Bond to the Building Manager.

8.5 When carrying out Building Work approved under this by-law, you must:

(a) use qualified, reputable and, where appropriate, licensed and insured contractors;

(b) do the work in a proper manner and to the Owners Corporation's and the relevant Government Agency's/ies' reasonable satisfaction;

- (c) not damage service lines or pipes or interrupt services to Altair and ensure no building waste of any kind is flushed down drains and that no tools are cleaned in the Lot or on Common Property;
 - (d) not damage or interfere with or alter the integrity of fire rated doors or walls;
 - (e) be liable for and immediately repair any damage caused to Common Property, the subject Lot, any other Lot or the property of any Occupier;
 - (f) carry out work only between the hours of 7.30 a.m. and 4 00 p.m. from Monday to Friday (excluding public holidays);
 - (g) comply with all conditions imposed by any Government Agency;
- and
- (h) comply with all conditions imposed by the Owners Corporation.

8.6 After carrying out Building Work approved under this by-law, and if the Owners Corporation reasonably requests you do so, you must:

- (a) within 14 days produce written certification that the Building Work has been inspected after completion and that it meets relevant Australian building, engineering, fire and/or acoustic standards for such works and that the structural integrity of the Building has not been compromised by the works; and

- (b) within the time stipulated, lodge any necessary building alteration plan with the appropriate Government Agency; and
- (c) in the case of Building Work involving removal of a non-structural or non-load bearing wall or walls, acknowledge that the Owners Corporation is not required to re-instate any such wall or walls in the future; and
- (d) in the case of Building Work involving waterproofing, weatherproofing or interference with an existing waterproofing membrane (or which should affect or include waterproofing, weatherproofing or interference with an existing waterproofing membrane in the executive committee's reasonable opinion), provide evidence to the executive committee from a reputable, qualified consultant engineer that the watertight integrity of the Building has not been compromised by work done or not done as the case may be.

8.7 At all times you must:

- (a) comply with all other by-laws in force for Altair which may apply to the activities contemplated in this by-law; and
- (b) comply with the Act; and
- (c) indemnify the Owners Corporation from all claims, loss or damage the Owners Corporation suffers (including legal costs) as a result of the performance, maintenance, repair or replacement of your Building Work.

8.8 The costs of your Building Work and of compliance with this by-law are your sole responsibility and your Building Work will remain your fixtures.

8.9 Your particular actions under this by-law may involve additions or alterations to some or all of the following Common Property as far as it immediately affects your Lot:

- waterproof membrane/s,
- tiling or other treatment to any surfaces on the boundary of the Lot,
- pipes, cables, ducting and conduits,
- ceilings or flooring affected by partial or full removal of non-structural or non-load bearing walls,
- electrical or gas supply,
- balcony floor and ceiling treatments,
- fire rated entry doors.

Where your particular action adds to or alters Common Property identified in this clause 8.9 for the purpose of improving or enhancing that Common Property, the Owners Corporation specially resolves pursuant to section 65A of the Act that:

- i. you are specifically authorised to take that action; and
- ii. you must maintain the subject Common Property in accordance with the terms and conditions of this by-law.

8.10 If you fail to comply with any obligation of this by-law, the Owners Corporation may:

- (a) enter any part of Altair to carry out the necessary work to perform the obligation; and
- (b) recover the costs of carrying out that work from you as a debt, due and payable at the Owners Corporation's direction and as a contribution according to section 80(1) of the Act and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid or if the regulations provide for another rate, that other rate and the interest will form part of that debt.

8.11 Your Bond may be used by the Owners Corporation in its discretion to repair any damage caused to Common Property by your Building Work or associated activities or your compliance with the conditions of this by-law. The remainder (if any) will be refunded to you within a reasonable period.

9 Cleaning windows in your Lot

9.1 You must clean the glass in windows and doors of your Lot (even if they are Common Property). You do not have to clean the glass in windows or doors that you cannot access safely.

9.2 If the Owners Corporation resolves to clean glass in your Lot you are excused from your obligations under this by-law to clean that glass.

10 Drying your laundry

You must not hang laundry, bedding or other articles on the Balcony of your Lot or in an area that is visible from street level outside the Building.

11 What you may keep on your Balcony

11.1 You may keep planter boxes, pot plants, landscaping, occasional furniture and outdoor recreational equipment on the Balcony of your Lot only if it:

- (a) is of type approved by the Owners Corporation;
- (b) will not cause damage; and
- (c) is not dangerous.

11.2 You must not install, maintain, or permit to remain on your Balcony:

- (a) any furniture or plants:
 - i. not designed for the purpose of outdoor living;
 - ii. of a bulk and scale unsuitable for the limited space or which is likely to impede passage during an emergency; or

iii. that are diseased or distressed (in the case of plants), worn, dilapidated or unsightly (in the Building Manager's reasonable opinion); or

(b) any bicycle, tricycle, or parts of such equipment.

11.3 The Owners Corporation may require you, at your cost, to temporarily remove and store items from your Balcony that are not Common Property so that it can inspect, repair or replace Common Property.

12 Maintaining the garden in Lots 4, 5, 6, 7, 8, 9, 10, 11 and 12.

12.1 You must comply with this by-law if you are the Owner or Occupier of Lot 4, 5, 6, 7, 8, 9, 10, 11 or 12.

12.2 If this by-law applies to you then you must:

(a) maintain your garden to a standard commensurate with Altair's first class reputation generally and to the reasonable satisfaction of the Owners Corporation; and

(b) have consent from the Building Manager acting on behalf of the executive committee to change the appearance of the garden in your Lot (e.g. change the existing types of plants).

13 Keeping an animal

What animals may you keep?

13.1 Subject to this by-law, you may keep:

- (a) goldfish or other similar fish in an indoor aquarium; or
- (b) a guide dog if you need the dog because you are visually or hearing impaired.

13.2 You must have consent from the executive committee to keep other types or numbers of animals.

13.3 The executive committee will not give you consent to keep any:

- (a) large size dog except in exceptional circumstances and then only on such conditions as the executive committee may prescribe;
- (b) dog that is vicious, aggressive, noisy or difficult to control;
- (c) dog that is not registered under the Companion Animals Act 1998 (NSW); or
- (d) dangerous dog under the Companion Animals Act 1998 (NSW).

Controlling your animal

13.4 If you keep an animal under this by-law you must ensure that the animal does not wander on to another Lot or Common Property.

13.5 If it is necessary to take your animal onto Common Property (e.g. to transport it in and out of Altair), you must restrain it (e.g. by leash or pet cage) and control it at all times.

Conditions for keeping an animal

13.6 The executive committee may make conditions if it gives you consent to keep an animal.

13.7 The Building Manager acting on behalf of the executive committee has the right at any time to order you to remove your animal from Altair if:

- (a) it becomes offensive, vicious, aggressive, noisy or a nuisance;
- (b) you breach a condition of consent or do not comply with your obligations under this by-law;

or
- (c) you do not have the necessary consent to keep an animal.

13.8 You are responsible to Owners and Occupiers and others using Common Property:

- (a) for any noise your animal makes which causes unreasonable disturbance;

and
- (b) for damage to or loss of property or injury to any person caused by your animal; and

- (c) to clean up after your animal (whether in your Lot or Common Property).

Your visitors

- 13.9 You must not allow your visitors to bring animals into Altair unless they are guide dogs or hearing dogs and your visitors are visually or hearing impaired.

14 Erecting a sign

- 14.1 Subject to this by-law and the Commercial Signage Code, you must not erect a Sign in your Lot or on Common Property.

- 14.2 The Commercial Signage Code may:

- (a) permit Commercial Lot Owners and Commercial Lot Occupiers to erect certain types of Signs;
- (b) permit Commercial Lot Owners to erect certain types of Signs if they obtain further consent from the Owners Corporation (e.g. in the form of a Special Privilege by-law or Exclusive Use by-law); and
- (c) specify who must maintain, repair and replace Signs.

Application of this by-law

- 14.3 This by-law does not apply to a Sign erected under by-law 30.

15 Signage Lots 140 and 141

- 15.1 The proprietors of Lots 140 and 141 (Proprietor) may erect signage to advertise the name of the business being carried out in Lots 140 and 141 on the internal and/or external surfaces and/or on the Common Property immediately adjacent to Lots 140 and 141 only with prior written approval of the Owners Corporation, such approval to be withheld in the absolute and sole discretion of the Owners Corporation.
- 15.2 In making an application to the Owners Corporation in respect of signage contemplated by 15.1 above the Proprietor must:
- (a) submit details and specifications of the proposed signage to the Owners Corporation detailing the location, size, colour and style of the proposed signage;
 - (b) comply with all other requirements of the Owners Corporation; and
 - (c) have obtained all necessary authority approvals including, but not limited to, the consent of Sydney Council, and provide the Owners Corporation with a copy of any requisite approval of the Council, including all conditions of approval, drawings and specifications.
- 15.3 In the event that the owners Corporation grants approval for the signage, the Proprietor must in respect of that signage:

- (a) do all things required by the Owners Corporation in respect of such approval including in respect of signage on common property, entering into a licence agreement with the Owners Corporation in accordance with By Law 21;
- (b) ensure that the signage is, at all times, of the size and colour and in the location as approved by the Owners Corporation;
- (c) ensure that the installation or affixing of the signage is carried out by the appropriately qualified individuals or subcontractors in a proper and workmanlike manner in such a way as to minimise any damage to common property and in accordance with the requirements of the Owners Corporation;
- (d) ensure compliance with any and all conditions of the approvals referred to in 15.2(c) at all times;
- (e) bear all costs associated with the signage including, where relevant, the cost of electricity for illuminating it;
- (f) maintain the signage and all associated fittings and fixtures in a state of good and serviceable repair and appearance, and renew or replace it whenever necessary;
- (g) indemnify and keep indemnified the Owners Corporation and/or all and/or occupiers of the Altair from and against all actions, proceedings,

claims, demands, costs, damages, expenses and liability brought or made against the Owners Corporation and/or any owner and/or occupier of the Altair in respect of all loss (including consequential loss, loss of earnings and loss of profits), injury or damage caused directly or indirectly or contributed to by the exercise of the Proprietors rights under this by-law or by the signage; and

- (h) repair and make good to the Owners Corporation's absolute satisfaction any damage to any exterior surface of any lot or the Common Property caused by the exercise of the Proprietors rights under this by-law or by the signage including but not limited to any damage caused by the removal, maintenance or replacement of the signage.

15.4 In the event that any of the Proprietors obligations contained in 15.3 above are not met, the Owners Corporation may immediately revoke consent for the signage and the Proprietor must then immediately remove such signage and make good repair and make good to the Owners Corporation's absolute satisfaction any damage to any exterior surface of any lot or the Common Property which is caused by the removal of such signage. In the event that the Proprietor does not remove the signage, the Owners Corporation may remove the signage at the sole cost of the Proprietor.

15.5 The Owners Corporation must not obstruct, or hinder the use of any signage erected by the Proprietor where such signage has been erected and is being maintained in accordance with this by-law.

16 Fire control

Flammable Material

16.1 In this by-law:

“fire safety equipment” means the fire and smoke detection devices, water sprinklers, fire alarms and fire proof doors installed in the Lots and Common Property in accordance with legislative requirements or in the interest of safety at Altair.

“Call-out” means the activation of smoke or fire alarms forming fire safety equipment resulting in the attendance of an authorised contractor or Government Agency to investigate the cause and any consequential attendance by the City of Sydney to investigate the fire safety of Altair.

16.2 You may keep flammable materials in your Lot if you:

- (a) use them in connection with the lawful use of your Lot; and
- (b) keep them in reasonable quantities according to relevant Government Agencies’ guidelines .

16.3 You must not keep flammable materials on Common Property.

Fire Safety Equipment

16.4 You must comply with laws about fire control.

16.5 The Owners Corporation and you must, in respect of the Building and your Lot, as appropriate:

- (a) consult with all relevant Government Agencies as to the appropriate fire alarm and equipment for the Common Property and the Lots; and
- (b) ensure the provision of all adequate fire safety equipment in the Common Property and the Lots to the satisfaction of all relevant Government Agencies; and
- (c) take all reasonable steps to ensure compliance with fire laws in respect of the Building.

16.6 So that the Owners Corporation may fulfil its obligations to Government Agencies in respect of fire safety, you authorise the Owners Corporation by its Building Manager to give the name of your Occupiers to the City of Sydney fire safety officer/s should the City of Sydney seek that information in relation to fire safety issues at Altair.

16.7 You must not:

- (a) use or interfere with any fire safety equipment anywhere in Altair except in the case of an emergency;
- (b) obstruct any fire stairs or fire escape;
- (c) place any items in the fire stairs or fire escape;

- (d) do anything to render any smoke alarm ineffective; or
- (e) leave open the fire rated front door of a Lot for any reason.

False Fire Alarm Call Outs

16.8 Where fire safety equipment or human error has triggered an alarm in relation to your Lot and:

- (a) a Call-out has occurred;
- (b) it is a false alarm;
- (c) the fire safety equipment has not malfunctioned

you must indemnify the Owners Corporation against all claims and any charges (including fines) associated with that Call-out.

16.9 You remain solely responsible for any fines or penalties imposed on you by any relevant Government Agency for your failure to comply with its requirements and you must indemnify the Owners Corporation from all claims, losses, expenses and costs (including legal costs) incurred or damage to property or person suffered arising from:

- your failure to comply with Government Agency requirements and this by-law; and
- the exercise of the Owners Corporation's rights and duties under this by-law

and must pay the costs on demand.

16.10 The Owners Corporation may recover the amount payable according to this by-law from the relevant Owner as a contribution recoverable under section 80 of the Act and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid or if the regulations provide for another rate, that other rate and the interest will form part of that debt.

17 Moving and delivering stock, furniture and goods

17.1 If you are the Occupier of a Residential Lot or a Residential Lot Owner, you must:

- (a) make arrangements with the Building Manager at least 48 hours before you move furniture or goods through Altair;
- (b) reserve use of the Loading Dock according to by-law 18 (if you need to use the Loading Dock for the delivery of furniture or goods); and
- (c) comply with the reasonable requirements of the Building Manager about moving furniture and goods through Altair, including requirements to fit an apron cover to the lift you use while moving furniture or goods.

17.2 If you are the Occupier of a Commercial Lot or a Commercial Lot Owner, you must:

- (a) use the Loading Dock only for the delivery of stock to your Commercial Lot (see by-law 19 for more information); and
- (b) have consent of the executive committee to use another part of Common Property for the delivery of stock to your Commercial Lot.

18 Parking on Common Property

Subject to the by-laws, you must have consent from the Building Manager acting on behalf of the executive committee to park or stand a vehicle on Common Property.

19 Using the Loading Dock

19.1 You may use the Loading Dock and allow persons delivering items to your Lot to use the Loading Dock if:

- (a) the delivery will not take longer than 15 minutes; and
- (b) another Owner or Occupier has not reserved use of the Loading Dock according to this by-law.

- 19.2 If you or persons delivering items to your Lot need to use the Loading Dock for more than 15 minutes, you must reserve use of the Loading Dock with the Building Manager at least 48 hours before the delivery.
- 19.3 You must comply with the reasonable requirements of the Building Manager about using the Loading Dock.

20 Using the Carwash Bays

- 20.1 You may use the Carwash Bays to wash your vehicle during the hours nominated by the Building Manager only if:
- (a) you take care that you do not unreasonably obstruct use of the Carwash Bays by another Owner or Occupier.
 - (b) when you have finished using a Carwash Bay, you turn off all taps you have used and leave the Carwash Bay clean and tidy; and
 - (c) comply with all the reasonable requirements of the Building Manager acting on behalf of the executive committee about using the Carwash Bays.

21 Licences, common area use and You

Licences

21.1 The Owners Corporation has the power to grant licences to Owners to use parts of Common Property.

21.2 Any licence the Owners Corporation may grant to you must be pursuant to a special resolution at a general meeting and may include provisions about:

- (a) what you pay under the licence;
- (b) the term of the licence;
- (c) how you may use the licensed area;
- (d) the maximum number of persons allowed in the licensed area;
- (e) insurances; and
- (f) cleaning and maintaining the licensed area.

21.3 The Owners Corporation has already specially resolved to enter into Licence Agreements with you for one or more of the following purposes:

- (a) bicycle parking;
- (b) motor bike parking;
- (c) storage cages use.

21.4 You may use the Common Property identified in the Licence Agreement (“Licensed Area”) if you

- (a) sign the Licence Agreement;
- (b) pay all required fees under the Licence Agreement; and
- (c) comply with the conditions of the Licence Agreement.

21.5 You must not unreasonably obstruct use of the Licensed Area by another Owner or Occupier.

21.6 You must comply with the reasonable directions of the Building Manager about the Licensed Area.

21.7 The Owners Corporation is not responsible for any damage to or theft of any item or personal property in the Licensed Area unless the Owners Corporation is responsible for causing the damage or theft.

Art in common areas

21.8 You may install a single piece of artwork in a designated part of the Common Property on the same level of the Building on which you own or occupy a Lot only if you:

- (a) provide to the Building Manager evidence that all Occupiers of the your level of the Building having access to that Common Property area agree and continue to agree that the artwork be installed and displayed;
- (b) undertake to remove the artwork should any relevant Occupier's agreement to the display be withdrawn;

- (c) be responsible for all damage to the Common Property and the artwork;
- (d) indemnify the owners corporation against all claims made in relation to the artwork and its display and for claims made for any loss to property and Common Property attributable to the installation or removal of the artwork; and
- (e) execute a deed of undertaking with the Owners Corporation encapsulating your agreement to the conditions of this by-law.

22 Hours of operation for Commercial Lots

- 22.1 You must comply with this by-law if you are the Occupier of a Commercial Lot or a Commercial Lot Owner.
- 22.2 Subject to this by-law, you may use your Commercial Lot for commercial purposes only during the hours approved by the City of Sydney.
- 22.3 You must not prepare, set up or serve food or beverages on the Balcony of your Commercial Lot after 10.00 p.m. or before 7.00 a.m. unless you have the Owners Corporation's consent.

23 Exclusive use of the Residential Garbage Room

23.1 This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of each Residential Lot Owner.

23.2 The Residential Lot Owners jointly have:

- (a) exclusive use of the Residential Garbage Room and Residential Garbage Chutes;
- (b) a special privilege to place and store garbage and recyclable materials in the Residential Garbage Room according to this by-law; and
- (c) a special privilege to use the Residential Garbage Chutes for the disposal of household garbage according to this by-law.

23.3 Occupiers of Commercial Lots and Commercial Lot Owners cannot use the Residential Garbage Room or the Residential Garbage Chutes.

What are your Obligations?

23.4 You must:

- (a) drain and securely wrap your household garbage and put it in the Residential Garbage Chute on your Lot's level of Altair;

- (b) leave your other garbage and recyclable materials only in the area designated by the Owners Corporation for that purpose in the Residential Garbage Rooms;
- (c) recycle your garbage according to instructions from the Owners Corporation and the City of Sydney;
- (d) drain and clean bottles before you put them in the Residential Garbage Room; and
- (e) contact the Owners Corporation to remove (at the cost of the relevant Owner or Occupier) your large articles of garbage, recyclable materials, liquids or other articles that the City of Sydney will not remove as part of its normal garbage collection service.

23.5 You must not:

- (a) place or store garbage or recyclable materials in any Carspace Lot;
- (b) leave garbage or recyclable materials in the Commercial Garbage Room;
- (c) leave garbage or recyclable materials on Common Property except according to this by-law;
- (d) put bottles or glasses in the Residential Garbage Chute;
- (e) put liquids in the Residential Garbage Chute;

- (f) put items such as broom and mop handles, coat hangers or umbrellas or that weigh more than 2.5 kilograms in the Residential Garbage Chute; or
- (g) put boxes or large articles in the Residential Garbage Chute.

Maintaining the Residential Garbage Room

23.6 The Owners Corporation must:

- (a) regularly clean, maintain, repair and, where necessary, replace the Residential Garbage Room and the Residential Garbage Chutes;
- (b) make available for collection by the City of Sydney household garbage and recyclable materials placed in the Residential Garbage Rooms; and
- (c) arrange for removal of large articles of garbage, recyclable materials, liquids or other articles that the City of Sydney will not remove as part of its normal garbage collection services from the Residential Garbage Room at the cost of the Residential Lot Owners in shares proportional to the unit entitlements of their Lots.

Rights and obligations of the Owners Corporation

23.7 The Owners Corporation may restrict access to the Residential Garbage Room by Security Key according to by-law 33.

If the Owners Corporation does this, it must provide Occupiers of Residential Lots and Residential Lot Owners with a Security Key for the Residential Garbage Room according to by-law 33.

23.8 The Owners Corporation may make further Rules about:

- (a) using the Residential Garbage Room and the Residential Garbage Chutes; and
- (b) the storage and disposal of garbage and recyclable materials from Residential Lots

and Occupiers of Residential Lots and Residential Lot Owners must comply with those Rules.

23.9 The Owners Corporation must give the Residential Lot Owners regular accounts of their costs under this by-law. The Owners Corporation may:

- (a) include the account in notices for the administrative fund and sinking fund contributions for each Owner; and
- (b) require each Owner to pay their costs in advance as reasonably determined by the Owners Corporation.

24 Exclusive use of the Commercial Garbage Room

24.1 This is an Exclusive Use By-law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of each Commercial Lot Owner.

24.2 The Commercial Lot Owners jointly have:

- (a) exclusive use of the Commercial Garbage Room; and
- (b) a special privilege to place and store garbage, recyclable materials in the Commercial Garbage Room according to this by-law.

24.3 Occupiers of Residential Lots and Residential Lot Owners cannot use the Commercial Garbage Room.

What are your obligations?

24.4 You must, at your own cost:

- (a) store your garbage and recyclable materials only in the Commercial Garbage Room;
- (b) arrange for your garbage and recyclable materials to be regularly removed from the Commercial Garbage Room;
- (c) provide any necessary receptacles for storage of your garbage and recyclable materials;

- (d) keep clean all garbage and recyclable receptacles you place in the Commercial Garbage Room; and
- (e) repair damage to Common Property caused by exercising your rights and obligations under this by-law.

24.5 You must, at your joint cost in shares proportional to the unit entitlements of the Commercial Lot Owners Commercial, clean, maintain and repair the Commercial Garbage Room (other than structural maintenance, repairs and replacements).

24.6 You may, at your own cost, agree to lock or secure the Commercial Garbage Room. You must, however, give the Owners Corporation access to the Commercial Garbage Room at all reasonable times to allow the Owners Corporation to comply with its obligations under the Act and the by-laws.

24.7 You must not:

- (a) place or store garbage or recyclable materials in any Carspace Lot;
- (b) leave garbage or recyclable materials in the Residential Garbage Room;
or
- (c) leave garbage or recyclable materials on Common Property except according to this by-law.

The Owners Corporation's Rights

24.8 The Owners Corporation may make further Rules about the Commercial Garbage Room and you must comply with those Rules.

25 Exclusive use of Air Conditioning Equipment

25.1 This is an Exclusive Use By-law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of each Owner of the Lots nominated in the by-law.

25.2 The Owners of Lots 126, 127, 129, 130, 132, 133, 135, 136,138 and 139 jointly have exclusive use of the Air Conditioning Equipment that exclusively services their Lot.

What are your obligations?

25.3 Each Owner must, at their own cost:

- (a) maintain, repair and, where necessary, replace Air Conditioning Equipment which exclusively services their Lot;
- (b) use contractors approved by the Owners Corporation to maintain, repair and replace Air Conditioning Equipment which exclusively services their Lot;

- (c) comply with the requirements of Government Agencies about Air Conditioning Equipment;
- (d) repair damage caused to Common Property caused by exercising or failing to exercise rights under this by-law; and
- (e) indemnify the Owners Corporation against all claims and liability caused by exercising or failing to exercise rights under this by-law.

26 Installation of Air Conditioning Equipment on the roof

26.1 This is an Exclusive Use By-law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owners of Lots 138 and 139.

26.2 The Owner of Lot 138 and 139 have exclusive use of the Common Property in column 2 and the special privileges in column 3 adjacent to their Lot numbers:

Column 1 Lot No.	Column 2 Exclusive Use	Column 3 Special Privilege
138	Exclusive Use of area "A" shown on the Concept Plan	Special privileges to, at the cost of the owner: install and keep Air Conditioning Equipment in

		<p>area "A"; and</p> <p>connect Air Conditioning Equipment installed on area "A" through Common Property to Lot 138</p>
139	<p>Exclusive use of area "B" shown on the Concept Plan</p>	<p>Special privileges to, at the cost of the owner:</p> <p>install and keep Air Conditioning Equipment in area "A"; and</p> <p>connect Air Conditioning Equipment installed on area "A" through Common Property to Lot 139</p>

What are your obligations?

26.3 Each Owner must, at your own cost:

- (a) maintain, repair and, where necessary, replace Air Conditioning Equipment installed on your area of exclusive use or connected from your area of exclusive use to your Lot;
- (b) use contractors approved by the Owners Corporation to maintain, repair and replace Air Conditioning Equipment servicing your Lot;
- (c) comply with the requirements of Government Agencies about Air Conditioning Equipment;
- (d) repair damage caused to Common Property caused by exercising or failing to exercise rights under this by-law; and
- (e) indemnify the Owners Corporation against all claims and liability caused by exercising or failing to exercise rights under this by-law.

27 Damage to Common Property including gardens

You must not and must ensure your visitors do not:

- (a) damage any lawn, garden, tree, shrub, plant or flower on Common Property, or
- (b) use for individual or personal purposes any portion of the Common Property garden.

28 Exclusive use of the Lap Pool and Gym

28.1 This is an Exclusive Use By-law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of each Residential Lot Owner.

28.2 The Occupiers of Residential Lots and Residential Lot Owners who reside at Altair have exclusive use of the Lap Pool and Gym on the terms and conditions in this by-law. Occupiers of Commercial Lots and non-resident Owners may not use the Lap Pool or Gym.

Conditions for using the Lap Pool and Gym

28.3 The Lap Pool and Gym may be used by eligible Owners and Occupiers and their visitors only during the nominated hours.

28.4 Eligible Owners and Occupiers must:

(a) accompany their visitors at all times when their visitors use the Lap Pool or Gym.

(b) ensure that an adult exercising effective control accompanies children under 12 who are in their care or their visitors' care when the children use or are in the Lap Pool or Gym; and

(c) be adequately clothed when they use or are in the Lap Pool or Gym.

28.5 You must not:

- (a) bring or leave glass (e.g. drinking glasses) or sharp objects into the Lap Pool or Gym;
- (b) do anything that might be dangerous when in the Lap Pool or Gym;
- (c) make noise or behave in a way that might unreasonably interfere with the use and enjoyment by another Owner or Occupier of
 - i. the Lap Pool or Gym; or
 - ii. a Lot;
- (d) bring or leave food or drink into the Lap Pool or Gym without prior consent from the Owners Corporation. However, you do not need consent to bring non-alcoholic drinks in plastic containers into the Lap Pool or Gym;
- (e) hold parties or other functions (e.g. swimming classes or exercise classes) in the Lap Pool or Gym without prior consent from the Owners Corporation; or
- (f) interfere with, operate or adjust pumps or other equipment servicing the Lap Pool.

28.6 Eligible Owners and Occupiers may operate and adjust equipment in the Gym according to the instructions of the manufacturer.

Maintaining the Lap Pool and Gym

28.7 The Owners Corporation must regularly clean, maintain, repair and, where necessary, replace the Lap Pool and the Gym at the cost of the Residential Lot Owners in shares proportional to the unit entitlements of their Lots.

The Owners Corporation's Rights and Obligations

28.8 The Owners Corporation may restrict access to the Lap Pool and Gym by Security Key according to by-law 33. The Owners Corporation must, against payment of the prescribed cost, provide eligible Owners and Occupiers with a Security Key for the Lap Pool and Gym according to by-law 34.

28.9 The Owners Corporation may make Rules about using the Lap Pool and Gym and, in particular, about the number of visitors you may bring into the Lap Pool or Gym at the one time. You must comply with those Rules.

28.10 The Owners Corporation must give the Residential Lot Owners regular accounts of their costs under this by-law. The Owners Corporation may:

- (a) include the account in notices for the administrative fund or sinking fund contribution of each Owner; and
- (b) require each relevant Owner to pay their costs in advance as reasonably determined by the Owners Corporation.

29 Exclusive use of the Grease Traps

29.1 This is an Exclusive Use By-law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the owners of Commercial Lots 140 and 141.

29.2 The Commercial Lot Owners jointly have:

- (a) exclusive use of the Grease Trap exclusively servicing their Lot;
and
- (b) a special privilege to connect to and use the Grease Trap exclusively servicing their Lot.

29.3 The Owners and Occupiers of other Lots cannot use the Grease Trap.

What are your obligations?

29.4 You must, at your joint cost:

- (a) maintain and repair the Grease Trap;
- (b) arrange for regular pump outs of the Grease Trap
- (c) comply with the requirements of Government Agencies applying to the Grease Trap;
- (d) repair damage to Common Property caused by you exercising or failing to exercise your rights and obligations under this by-law; and

(e) indemnify the Owners Corporation against all claims and liability arising from you exercising or failing to exercise your rights and obligations under this by-law.

29.5 You must, at your joint cost, comply with the reasonable requirements of the Owners Corporation about exercising your rights and obligations under this by-law.

29.6 The Commercial Lot Owners may make arrangements with their Occupiers to exercise their rights and obligations under this by-law. However, the Commercial Lot Owners remain responsible to comply with their obligations under this by-law.

The Owners Corporation's Obligations

29.7 Subject to your obligations under this by-law, the Owners Corporation must, when necessary, replace and make structural repairs to the Grease Traps.

30 Exclusive use of the Signage Area

30.1 This is an Exclusive Use By-law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owners of Lots 32 and 119 (the "Signage Area Owners").

30.2 In this by-law,

“Easement” means the registered “Easement for Advertising Signage 2 Wide” dealing number R275877; a copy of which is attached to this suite of by-laws.

30.3 Subject to the conditions in this by-law, the Signage Area Owners jointly have:

- (a) exclusive use of the Signage Area;
- (b) a special privilege to erect and maintain Signs on any part of the Signage Area;
- (c) a special privilege to install and maintain Signage Equipment within the Signage Area; and
- (d) a special privilege to retain, maintain, repair and replace Signs and Signage Equipment.

What are your rights and obligations?

30.4 You must, at your joint cost;

- (a) maintain, repair and keep clean the Signage Equipment. However, you do not have to carry out structural repairs to the Common Property within or adjoining the Signage Area;
- (b) obtain the approval of the City of Sydney and all relevant Government Agencies for the Signs and Signage Equipment before they are erected or installed;

- (c) use only licensed and experienced contractors and sub contractors to install and maintain your Signs and Signage Equipment;
- (d) ensure the Signs and Signage Equipment are maintained to a high standard of repair and are at all times safe and clean; and
- (e) - if you (or any person authorised by you) remove or repair the Signs and Signage Equipment - must make good (as far as it is practicable) all damage to the Common Property affected by that removal or repair.

30.5 You jointly must pay for all electricity used in conjunction with the Signs and Signage Equipment.

30.6 The Signage Area Owners may allow their Occupiers to exercise their rights under this by-law. However, the Signage Area Owners remain responsible to comply with their obligations under this by-law.

30.7 You jointly must:

- (a) repair damage to Common Property caused by exercising or failing to exercise your rights and obligations under this by-law; and
- (b) indemnify the Owners Corporation against all claims and liability arising from you exercising or failing to exercise your rights and obligations under this by-law.

Signage Fee

30.8 You must pay the Signage Fee annually in arrears to the Owners Corporation only for that proportion of the year during which the Signs were in the Signage Area.

The Owners Corporation's Obligations

30.9 The Owners Corporation must make structural repairs to and replace the Common Property in or adjacent to the Signage Area.

Transfer of Rights

30.10 The rights and obligations of each of the Signage Area Owners are expressed in the Easement. According to the Easement, either of the Signage Area Owners may transfer its rights title and interest in the Signage Area to the other by notice in writing to that other Signage Area Owner and the Owners Corporation; from which date and despite any preceding clause in this by-law:

- (a) the Owner giving the notice is not entitled to exercise any rights in relation to the Signage Area and is released from all obligations in relation to the Signage Area (unless those obligations accrued before the date of the notice);
- (b) all the rights and obligations in relation to the Signage Area are to be exercised and performed by the other Signage Area Owner;

- (c) the Owners Corporation and the Signage Area Owner receiving the notice must, if requested by the other party to the Easement , do all things reasonably necessary to vary or extinguish the Easement and grant a new easement reflecting the changes to the parties and the other matters dealt with in this clause 30.10 .

31 Damage to Common Property

31.1 You must:

- (a) use Common Property equipment only for its intended purpose;
- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property;
- (c) have consent from the Owners Corporation to:
 - i. interfere with or damage Common Property;
 - ii. remove anything from Common Property that belongs to the Owners Corporation;
 - iii. interfere with the operation of Common Property equipment; and
- (d) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work in Altair on your behalf.

31.2 If you are an Owner and not the Occupier of your Lot then the Owners Corporation will recover from you all payments owed and its costs arising from this by-law as a debt under section 80 of the Act if your Occupier fails to compensate the Owners Corporation under this by-law.

32 Insurance premiums

32.1 You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an Owners Corporation insurance policy.

32.2 If the Owners Corporation gives you consent under this by-law, it may include conditions that require you to reimburse the Owners Corporation for any increased premium.

33 Security at Altair

The Owners Corporation's rights and obligations

33.1 The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into Altair; and
- (b) prevent fires and other hazards.

33.2 The Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of Altair.

What are your obligations?

33.3 You must ensure that you and your visitors do not permit fire and security doors to be kept or propped open.

33.4 You must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of Altair.

Restricting access to Common Property.

33.5 The Owners Corporation has the power to:

- (a) restrict access to the Lap Pool and Gym (subject to by-law 28);
- (b) close off or restrict by Security Keys access to parts of Common Property that do not give access to a Lot on either a temporary or permanent basis;
- (c) restrict by Security Keys your access to levels in Altair where you do not own or occupy a Lot or have a right of access under an Exclusive Use By-law or Licence Agreement; and

- (d) allow the Building Manager and security personnel to use part of Common Property to operate or monitor security of Altair. The Owners Corporation may exclude you from using these parts of Common Property.

34 Security Keys

The Owners Corporation's rights and obligations

- 34.1 The Owners Corporation may give you a Security Key if it restricts access to Common Property under by-law 33.
- 34.2 The Owners Corporation must, against payment of the prescribed fee, provide you with at least one Security Key for:
 - (a) the Common Property entrance and exit to the carpark;
 - (b) the access and exit door into Altair (e.g. to the Common Property foyer);
 - (c) the front door of your Lot; and
 - (d) the Lap Pool and Gym if you are entitled to use those facilities.
- 34.3 The Owners Corporation may charge you a fee or bond if you require extra or replacement Security Keys.
- 34.4 Security Keys belong to the Owners Corporation.
- 34.5 The Owners Corporation has the power to:

- (a) re-code Security Keys;
- (b) require you to promptly return your Security Keys to be re coded; and
- (c) make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system for a fee.

What are your obligations?

34.6 You must:

- (a) take all reasonable steps not to lose Security Keys;
- (b) return Security Keys to the Owners Corporation if you do not need them or if you no longer own or occupy a Lot in Altair; and
- (c) notify the Owners Corporation immediately if you lose a Security Key.

34.7 If you lease or license your Lot, you must include a requirement in the lease or licence that your Occupier return Security Keys to the Owners Corporation when they no longer occupy your Lot.

34.8 You must not:

- (a) copy a Security Key; or
- (b) give a Security Key to someone who is not an Owner or Occupier.

34.9 You must comply with the Owners Corporation's reasonable instructions about Security Keys.

35 Letting and Planning Compliance

35.1 In this by-law

“Long term sleeping accommodation” means accommodation provided to the same person or persons for a period of more than 28 consecutive days, or that is the subject of an agreement for its provision to the same person or persons for a period of more than 28 consecutive days.

“Maximum Number” means

In the case of a Lot with 1 authorised bedroom; up to 2 adults at any one time;

In the case of a Lot with 2 authorised bedrooms; up to 4 adults at any one time; and

In the case of a Lot with 3 authorised bedrooms; up to 6 adults at any one time.

35.2 The Owners Corporation is concerned that unrestricted numbers of residents in some Lots:

- (a) may place extra strain on common services, compromising fire safety services designed and installed in the Building and posing a greater security risk to the Building;

- (b) is in contravention of Regulation 22 of the Public Health (General) Regulation 2002 (a copy of which is available on request to the Building Manager); and
- (c) constitutes overcrowding which may void or nullify the Building's insurance policies and the payout of certain insurance claims.

35.3 The Common Property services in Altair cannot accommodate more persons than the configurations of the Lots intended. The Owners Corporation proposes this by-law in the interests of properly discharging its duty to manage and control the use of the Common Property.

35.4 In addition to prohibitions and obligations imposed in other by-laws for Altair, you must not and must not permit any other person to:

- (a) allow, condone or suffer Long Term Sleeping Accommodation in your Lot by more than the Maximum Number;
- (b) alter or interfere with Common Property services, conduits, pipes and cables in the Building; and
- (c) install partitions within Lots in an attempt to create more rooms or separate rooms to accommodate more than the Maximum Number without the Owners Corporation's prior written consent (such consent to be given or withheld in its reasonable discretion.)

- 35.5 You will be liable for any damage to the Common Property caused by your breach of this by-law.
- 35.6 You must indemnify the Owners Corporation against any claim, action, demand or expense incurred in relation to:
- (a) overcrowding in excess of the permitted Maximum Number in your Lot in breach of this by-law; and
 - (b) increased insurance premiums as a result of a breach of this by-law;
 - (c) the exercise of its rights under this by-law; and
 - (d) enforcement of this by-law.
- 35.7 This by-law confers on the Owners Corporation the following additional functions, powers, authorities and duties:
- (a) the power to prohibit you from permitting more than the Maximum Number to reside in any Lot;
 - (b) where you do not comply with this by-law (in the executive committee's reasonable opinion), the authority to enter any part of Altair to carry out the necessary investigation to confirm that opinion;
 - (c) the power to engage in whatever legal action may be necessary or desirable to stop the breach of this by-law; and

- (d) the authority to recover the costs of carrying out the activities referred to in sub-clauses (b) and (c) of this clause from the respective Owner as a debt, due and payable at the Owners Corporation's direction and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum or, if the regulations provide for another rate, that other rate, until paid and the interest will form part of that debt.

36 No Short Term Letting

- 36.1 If you are an Owner you must not and must ensure your Occupiers or sub-tenants do not enter into any arrangement to let your Lot for a period of less than 3 calendar months pursuant to a lease, sub-lease, tenancy agreement, licence, sub-licence, understanding or contract of any kind ("Short Term Letting").
- 36.2 As an Owner you will be liable for any damage to the Common Property caused by your breach of this by-law.
- 36.3 As an Owner you must indemnify the Owners Corporation against any claim, action, demand or expense incurred in relation to:
- (a) Short Term Lettings conducted from your Lot in breach of this by-law;
- and
- (b) the exercise of its rights under this by-law; and

(c) enforcement of this by-law.

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

(a) the power to prohibit you and others from engaging in Short Term Lettings;

(b) where you do not comply with this by-law (in the executive committee's reasonable opinion), the authority to enter any part of Altair to carry out the necessary investigation to confirm that opinion;

(c) the power to report Short Term Lettings to the City of Sydney and engage in whatever legal action may be necessary or desirable to stop the Short Term Lettings; and

(d) the authority to recover the costs of carrying out the activities referred to in sub-clauses (b) and (c) of this clause from the respective Owner as a debt, due and payable at the Owners Corporation's direction and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum or, if the regulations provide for another rate, that other rate, until paid and the interest will form part of that debt.

37 Car Parking Spaces

- 37.1 No part of any Lot intended for use as a car space may be used by persons who are not an Owner, Occupier or tenant of that Lot or a visitor of a resident Owner, Occupier or tenant of a Lot.
- 37.2 You must not
- (a) grant or permit to be granted any lease or licence; or
 - (b) sell, trade or otherwise part with possession
- of any part of any Lot intended for use as a car space other than to an Owner, tenant or Occupier of a Lot.
- 37.3 Lots intended for use as a car space must only be used for the parking of a road-worthy motor vehicle subject to the by-laws.
- 37.4 If you are an Owner, you are liable to promptly remove any abandoned or non-road worthy motor vehicle from your Lot (at your cost) whether or not you placed it there.
- 37.5 If you are an Owner you must indemnify the Owners Corporation against any claims arising from injury to persons or damage to Common Property arising from your use of your Lot.

38 Controlling traffic in Common Property

The Owners Corporation has the power to:

- (a) impose a speed limit for traffic in Common Property;
- (b) impose reasonable restrictions on the use of Common Property driveways and parking areas;
- (c) install speed humps and other traffic control devices in Common Property;
and
- (d) install signs about parking and traffic control.

39 Agreement with the Building Manager

Purpose of the agreement

39.1 The Owners Corporation has the power to appoint and enter into an agreement with the Building Manager to provide management and operational services for Altair.

Terms of the agreement

39.2 The term of any agreement must not exceed five years. The agreement may have provisions about:

- (a) the Owners Corporation's right to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations; and
- (b) the Building Manager's rights to terminate the agreement early if the Owners Corporation does not comply with its obligations;
- (c) the remuneration of the Building Manager's remuneration (which must reflect market practices for comparable buildings (e.g. The Elan) having due regard to any differences in the number of strata lots and the scope of the Building Manager's duties in those comparable buildings);
- (d) the Building Manager's duties, which may include:
 - i. caretaking, supervising and servicing Common Property;
 - ii. supervising cleaning and garbage removal services;
 - iii. supervising the repair, maintenance, renewal or replacement of Common Property;
 - iv. co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
 - v. making reservations for use of the Loading Dock and other facilities;

- vi. co-ordinating the carrying out of Building Works or Renovations;
- vii. managing the Security Key system and providing Security Keys;
- viii. providing services to the Owners Corporation, Owners and Occupiers;
- ix. supervising staff and contractors of the Owners Corporation;
- x. supervising Altair generally; and
- xi. doing anything else that the Owners Corporation agrees is necessary for the operation and management of Altair.

39.3 The agreement with the Building Manager may allow the Building Manager to enter into agreements or arrangements with third parties to provide agreed services to the Owners Corporation provided that the Building Manager remains responsible for due performance of all services in accordance with that agreement.

39.4 The agreement may confer rights on the Building Manager to use and occupy the Building Management Areas to the exclusion of others for the purposes permitted under the agreement.

Building management and you

39.5 You must not interfere with or stop the Building Manager performing their obligations or exercising their rights under their agreements with the Owners Corporation or using Common Property which they are permitted to use.

40 Rules

40.1 In addition to its powers under the Act, the Owners Corporation has the power to make Rules about the security, control, management, use and enjoyment of Altair and, in particular, the use of Common Property.

40.2 The Owners Corporation may add to or change the Rules at any time and will notify Owners of such changes or additions.

40.3 You must comply with the Rules.

40.4 If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

41 Consents by the Owners Corporation

Any consent given under these by-laws may be revoked if you do not comply

with:

(a) conditions of that consent when it was given; or

- (b) the by-law under which you obtained consent.

42 Failure to comply with by-laws

- 42.1 The Owners Corporation may do anything on your Lot or the Common Property that you should have done under the Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly.
- 42.2 The Owners Corporation must give you a written notice specifying when it will enter your Lot to do the work. You must:
 - (a) give the Owners Corporation (or persons authorised by it) access to your Lot according to the notice and at your cost; and
 - (b) pay the Owners Corporation for its costs for doing the work.
- 42.3 The Owners Corporation may recover any money you owe it under the by-laws as a debt according to section 80 of the Act and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid or if the regulations provide for another rate, that other rate and the interest will form part of that debt.

43 Applications and complaints

You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

44. Fixtures

44.1 In this by-law fixture means a fixture, equipment or building work made by you or any other Owner or Occupier of your Lot.

44.2 Unless it is a fixture removable by an Occupier or sub-lessee at the expiration of a tenancy, a fixture that serves a Lot is your fixture.

44.3 You must maintain in a state of good and serviceable repair a fixture that serves your Lot and must renew or replace it when necessary.

44.4 You must ensure that any maintenance, renewal or replacement of a fixture serving your Lot and visible from outside your Lot is done so that the fixture is in keeping with the appearance of the rest of the building.

44.5 You must indemnify the Owners Corporation against any liability or expense incurred by reason of the existence or use of a fixture that served your Lot, being a liability or expense that would have been incurred if the fixture had not been made or installed.

44.6 This by-law shall create any obligation on the part of an Occupier or sub-lessor of a Lot in favour of the Occupier or sub-lessee of that Lot.

44.7 Insofar as this by-law is contrary to the terms of consent of the Owners Corporation to the making or installation of a fixture under any other by-law, this by-law has effect in relation to that fixture subject to those terms.

45 Despatch of notices electronically

45.1 The owner of a lot may notify the Owners Corporation in writing of an e-mail address of the owner for the service of notices under these by-laws or the Strata Management Act and may amend that e-mail address from time to time by further notice in writing to the Owners Corporation.

45.2 If an owner of a lot notifies the Owners Corporation in writing of an e-mail address for the service of notices or an amendment of a previously-notified e-mail address, the Owners Corporation must record that e-mail address in the strata roll.

45.3 If an owner of a lot has notified the Owners Corporation in writing of an e-mail address for the service of notices, any notice required or authorised by the Strata Management Act or the by-laws to be served on an owner of a lot may be served on that owner by sending the whole of that notice (including all attachments to that notice) by e-mail to the owner at that e-mail address.

45.4 If a notice is despatched electronically to an owner of a lot at the last e-mail address recorded in the strata roll for that owner and the sender receives an electronic

notification that the transmission of the e-mail was not successful or the notice is not transmitted to an owner at the last e-mail address recorded on the strata roll, the notice will not be duly served unless served on the owner by another means specified in the Strata Management Act for the service of notices on an owner of a lot.

45.5 A notice served on the owner of a lot by e-mail in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive any electronic notification of unsuccessful transmission.

46 Exclusive Use of Common Property and Works Affecting Lots 140 and 141

DEFINITIONS

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

“Owner” means the Owner for the time being lot 140 and lot 141.

“Works” means the alterations and additions to be undertaken by the Owner to the lots or part of them and so much of the common property as is necessary to undertake the following:

- (a) the erection of a pergola consisting of a new steel framed structure with mechanically operate louvres in the north eastern portions of lots 140 and 141; and

(b) installation of electrical cables across common property
in accord with the scope of works now tabled by the Owners and a
copy of which is attached to the minutes of the meeting at which this
by-law was considered;

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

RIGHTS

Subject to the Conditions in paragraph C of this by-law, the Owner will
have:

- (a) a special privilege in respect of the common property to perform the
Works and to erect and keep the Works to and on the common property;
and
- (b) the exclusive right to use those parts of the common property which the
Works occupy upon completion.

CONDITIONS

Maintenance

46.3 The Owner must properly maintain and keep the common property to which the
Works are erected or attached in a state of good and serviceable repair.

46.4 The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Documentation

46.5 Before commencing the Works the Owner must submit to the Owners Corporation the following documents relating to the Works:

- (a) plans and drawings;
- (b) specifications;
- (c) structural diagrams; and
- (d) any other document reasonably required by the Owners Corporation.

46.6 After completing the Works the Owner must deliver to the Owners Corporation the following documents relating to the works:

- (a) certification by an engineer nominated by the Owners Corporation as to the structural integrity of the Works; and
- (b) any other documents reasonably required by the Owners Corporation.

Approvals

46.7 All costs associated with obtaining approvals must be met by the Owner.

46.8 Before commencing the Works the Owner must obtain approval for the performance of the Works from:

- (a) the engineer nominated by the Owners Corporation;
- (b) the relevant consent authority under the Environmental Planning and Assessment Act; and
- (c) any other relevant statutory authority whose requirements apply to the Works.

Insurance

46.9 Before commencing the Works the Owner must effect the following insurances in the joint names of the Owner and the Owners Corporation:

- (a) contractors all works insurance;
- (b) insurance required under the Home Building Act 1989;
- (c) workers compensation insurance; and
- (d) public liability insurance in the amount of \$10,000,000.

Performance of Works

46.10 In performing the Works the Owner must:

- (a) transport all construction materials, equipment, debris and other material in the manner reasonably directed by the Owners Corporation;
- (b) protect all areas of the strata scheme outside lots 140 and 141 from damage by the Works or by the transportation of construction materials,

equipment, and debris, in the manner reasonably acceptable to the Owners Corporation;

- (c) keep all areas of common property outside lots 140 and 141 clean and tidy throughout the performance of the Works;
- (d) only perform the Works at the times approved by the Owners Corporation;
- (e) not create noise that causes discomfort, disturbance or interference with activities of any other occupier of the building;
- (f) remove all debris resulting from the Works immediately from the building;
and
- (g) comply with the requirements of the Owners Corporation to comply with any by-laws and relevant statutory authority concerning the performance of the Works.

Liability

46.11 The Owner must lodge with the Owners Corporation a deposit of five thousand dollars (\$5,000.00) to cover the cost of repair of any damage to the common property and cleaning of the common property caused or necessitated by the performance of the Works.

46.12 The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Works to the common property and will make good that damage immediately after it has occurred.

Indemnity

46.13 The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance or replacement of the Works on the common property including liability under section 65(6) in respect of any property of the Owner.

Cost of Works

46.14 The Works must be undertaken at the cost of the Owner.

Cost of By-Laws, Approvals and Certification

46.15 The Owner will indemnify the Owners Corporation for all of the costs of considering and making this by-law, approving any plans, drawings or other documents or obtaining certification of the Works (including legal costs) and will pay those amounts to the Owners Corporation when requested.

Licensed Contractor

46.16 The Works shall be done:

- (a) in a proper and workmanlike manner and by duly licensed contractors; and

(b) in accordance with the drawings and specifications (if any) approved by the local council and Owners Corporation.

Statutory Directions

46.17 In performing the Works the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

Owners Fixtures

46.18 The Work shall remain the Owner's fixtures.

Right to Remedy Default

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

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

47 Exclusive Use of Common Property and Works Affecting Lots 140 and 141

DEFINITIONS

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

“Consent” means the individual Owners’ consent to this by-law in the form attached marked “Annexure A”.

“Licence Agreement” means a licence agreement between the Owners Corporation and the Owner as at the date of this by-law; a copy of which is attached marked “Annexure B”.

“Licensed Areas” means the areas detailed in the Licence Agreement.

“Owner” means the Owner for the time being lot 140 and lot 141 in Strata Plan 64622.

“Works” means the alterations and additions to be undertaken by the Owner to lots 140 and 141 or part of them and so much of the common property as is necessary to undertake the following:

- (a) installation of existing floor and wall tiling, and waterproofing membrane installed where necessary;
- (b) removal of the existing ceiling and installation of a new ceiling at the same height as the existing ceiling;
- (c) renovation works to the bathrooms, without relocation of the existing plumbing and the installation of waterproof membrane where necessary;
- (d) affixing a 600mm x 1200mm illuminated signage to the roof slab on each of the northern and southern end of the lot;
- (e) removal of existing stoves, fridges and counters and installation of new stoves, fridges and counters;
- (f) relocating existing electrical and plumbing outlets, being the removal of current outlets and installation of new outlets;

- (g) relocating current aluminum framed glazed sliding doors, glass, panels and framework on the eastern side of the lot so as to create an enclosed outdoor seating area;
- (h) removal of existing glazing on the northern and eastern sides of the lots and the installation of frameless glass fixed panels, swing doors and bi-fold doors;
- (i) installation of two fixed steel gates with glass infills and one lockable sliding gate on either side of the northern entrance;
- (j) installation of two lockable swing gates at the eastern entrance;
- (k) water-proofing and sound-proofing of the 'vergola' in manner to be decided after agreement by the Executive Committee;
- (l) installation of canopies within the lot but not on Kings Cross Rd with the material and colour of the canopies to be in keeping with the existing façade (Charcoal/Gray) of the lot; and
- (m) installation of a cold storage unit into the car spaces of lots 140 and 141, for the purpose of accommodating the Owner's tenant's needs as at the date of this by-law, with the appearance and dimensions of the cold storage unit to be agreed upon between the parties before installation.
- (n) Installation of doors and paneling above those doors to the entrance of the Retail Rubbish Room in order to fully secure the area.

all in accordance with the plans prepared by Luchetti Krelle dated 26 October 2011, being:

- (i) Drawing No. WD.000 – titled "DA Approval"
- (ii) Drawing No. WD.001 – titled "Site Plan"
- (iii) Drawing No. WD.100 – titled "Demolition Plan"

- (iv) Drawing No. WD.101 – titled “Floor Plan Proposed”
- (v) Drawing No. WD.102 – titled “Signage Plan Proposed” (plan and three photographs)
- (vi) Drawing No. WD.201 – titled “Proposed Elevations” (2 pages)
- (vii) Drawing titled “Materials Board”
- (viii) Drawing No. WD.200 – titled “Existing Elevations”

collectively referred to as “Plans”, copies of which dated 26 October 2011 are attached and marked Annexure “A”.

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

RIGHTS

Subject to the Conditions of this by-law, the Owner will have:

- (a) a special privilege in respect of the common property to perform the Works and to erect and keep the Works to and on the common property; and
- (b) except the common property areas comprised in or occupied by the enclosed outdoor seating area and the illuminated signage referred to in the Licence Agreement, the exclusive right to use those parts of the common property which the Works occupy upon completion.
- (c) For clarity the Licensed Areas are to be occupied pursuant to the Licence Agreement between the Owner and the Owners Corporation, and subject to all the terms and conditions in that Licence Agreement.

CONDITIONS

Maintenance

- 47.3 The Owner must properly maintain and keep the common property to which the Works are erected or attached in a state of good and serviceable repair.
- 47.4 The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Documentation

- 47.5 The Owner must submit to the Owners Corporation the following documents relating to the Works:
- (a) development application plans and drawings;
 - (b) specifications;
 - (c) structural diagrams;
 - (d) the executed Consent; and
 - (e) any other document reasonably required by the Owners Corporation.
- 47.6 After completing the Works the Owner must deliver to the Owners Corporation the following documents relating to the Works:
- (a) certification by an engineer acceptable to the Owners Corporation as to the structural integrity of the Works; and
 - (b) any other documents reasonably required by the Owners Corporation.

Approvals

- 47.7 All costs associated with obtaining approvals must be met by the Owner.

47.8 Before commencing the Works the Owner must obtain approval for the performance of the Works from:

- (a) the Executive Committee in respect of the illuminated sign referred to in 47.1(d) by provision to it of details of the wording, style and colour scheme of the sign;
- (b) the relevant consent authority under the Environmental Planning and Assessment Act; and
- (c) any other relevant statutory authority whose requirements apply to the Works.

Insurance

47.9 Before commencing the Works the Owner must effect the following insurances in the joint names of the Owner and the Owners Corporation:

- (a) contractors all works insurance;
- (b) workers compensation insurance; and
- (c) public liability insurance in the amount of \$20,000,000.

Performance of Works

47.10 In performing the Works the Owner must:

- (a) transport all construction materials, equipment, debris and other material in the manner reasonably directed by the Owners Corporation;
- (b) protect all areas of the strata scheme outside lots 140 and 141 from damage by the Works or by the transportation of construction materials, equipment, and debris, in the manner reasonably acceptable to the Owners Corporation;

- (c) keep all areas of common property outside lots 140 and 141 clean and tidy throughout the performance of the Works;
- (d) only perform the Works at the times approved by the Owners Corporation;
- (e) not create noise that causes discomfort, disturbance or interference with activities of any other occupier of the building;
- (f) remove all debris resulting from the Works immediately from the building; and
- (g) comply with the requirements of the Owners Corporation to comply with any by-laws and relevant statutory authority concerning the performance of the Works.

Liability

47.11 The Owner must lodge with the Owners Corporation a deposit of ten thousand dollars (\$10,000.00) to cover the cost of repair of any damage to the common property and cleaning of the common property caused or necessitated by the performance of the Works.

47.12 The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Works to the common property and will make good that damage immediately after it has occurred.

Indemnity

47.13 The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance or replacement of the Works on the common property including liability under section 65(6) in respect of any property of the Owner.

Cost of Works

47.14 The Works must be undertaken at the cost of the Owner.

Cost of By-Laws, Approvals and Certification

47.15 The Owner will indemnify the Owners Corporation for all of the costs of considering and making this by-law, approving any plans, drawings or other documents or obtaining certification of the Works (including legal costs) and will pay those amounts to the Owners Corporation when requested.

Licensed Contractor

47.16 The Works shall be done:

- (a) in a proper and workmanlike manner and by duly licensed contractors; and
- (b) in accordance with the drawings and specifications (if any) approved by the local council and Owners Corporation.

Statutory Directions

47.17 In performing the Works the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

Owners Fixtures

47.18 The Work shall remain the Owner's fixtures.

Repeal, Revocation or Modification of By-Law

47.19 The special privileges granted in respect of the Licensed Areas will remain in force only until such time as the Licence Agreement expires or is terminated, or this by-law is repealed, revoked or modified (whichever occurs first).

Expiration or Termination of Licence Agreement

47.20 If the Licence Agreement expires or is terminated or otherwise comes to an end, the Owners at their cost immediately must:

- (a) remove the illuminated signage;
- (b) vacate the outdoor seating area; and
- (c) make good the Licensed Areas to the satisfaction of the Owners Corporation.

Right to Remedy Default

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

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

Indemnity as to Moral Rights

47.21 The Owner agrees to indemnify the Owner's Corporation (which includes all officers including the Executive Committee, its agents and employees) against all actions claims, suits demands, damages, liabilities, costs or expenses relating to any claim the architect Ian Moore (or others) may have regarding any moral rights they have in relation to the Design and Architecture of the ALTAIR Building AND release and discharges the Owners Corporation (including the Executive Committee, its agents and employees) from any loss or liability incurred (directly or indirectly) from any claim they may have in regards to those moral rights.

48 Granting Licences over Common Property

PART 1

GRANT OF RIGHT

In addition to the powers, authorities, duties and functions conferred or imposed upon the Owners Corporation by the Act and the by-laws applicable to the Strata Scheme, the Owners Corporation shall have the additional power, authority, duty and function to enter into a Licence granting rights over all or part of the common property with an Occupier or Third Party on the terms and conditions set out in Part 3.

PART 2

DEFINITIONS & INTERPRETATION, BY-LAW TO PREVAIL

Definitions

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

- (a) Act means the *Strata Schemes Management Act, 1996* (NSW).
- (b) Authority means any government, semi government, statutory, public, private or other authority having any jurisdiction over the Lot and/or common property including the Council.
- (c) Council means the City of Sydney Council.
- (d) Licence includes any licence or sub-licence.
- (e) Lot means any lot in Strata Plan 64622.
- (f) Occupier means any occupier, licensee or lessee of a Lot.
- (g) Owner means the Owner of the Lot.
- (h) Strata Scheme means the strata scheme relating to registered Strata Plan No. 64622.

- (i) Third Party means any person who is not an Owner or Occupier of the Strata Scheme whether they are a company, business, entity or individual.

Interpretation

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

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

This by-law to prevail

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

PART 3

CONDITIONS

- (a) An application for a Licence must be in writing to the Owners Corporation by an Occupier or Third Party for a Licence over common property;
- (b) The Owners Corporation reserves the right to decline in its absolute discretion any request by an Occupier or Third Party for a Licence over common property for any reason whatsoever; and
- (c) Any Licence so approved must:

- (i) not allow any part of the Common Property to be used for any business, activity or industry which is contrary to any law, regulation, by-law, ordinance or the requirements of any Authority;
- (ii) be on terms approved by the Owners Corporation and any Authority (if required); and
- (iii) be in writing.

Annexure A

Licence Agreement

Annexure B

Consent Form

CONSENT FORM

Strata Plan No. 64622

Consent to exclusive use and special privilege by-law

To: The Secretary

The Owners – Strata Plan No. 64622

And: The Registrar General

Dept of Lands (Land & Property Management Authority)

Queens Square

SYDNEY NSW 2000

I,..... being the registered owner of Lot in

Strata Plan No. 64622, hereby consent to the making of this special by-law

conferring rights concerning "Building Works" in strata plan no. 64622, such by-law
having been passed by special resolution of the Owners Corporation on the
.....day of20...

DATED thisday of20 .

...../.....

Signatures of lot Owner/s