



ALTAIR

3 Kings Cross Road, Rushcutters Bay NSW

By-laws

May 2019

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Appendix A

Consents to Bylaw 8 A1 to A32

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

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 means collectively the *Strata Schemes Management Act 1996* (the 1996 Act) and with effect from 30 November 2016, the *Strata Schemes Management Act 2015* (the 2015 Act) and any Act amending or replacing the same and includes the regulations made thereunder.

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 Strata Committee from time to time.

Approved Underlay is underlay for carpeting as approved by the Strata 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 re-subdivided.

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, special privileges and Rights to 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 Strata Committee from time to time.

Loading Dock means the Common Property loading dock on level 1 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 re-subdivided.

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 1 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* as noted 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 49 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 Strata 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 strata 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

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 and must take precautions to prevent smoke drift from their Lot into any other Lot. In the event of a complaint regarding smoke drift it is the complainant's responsibility to identify the source of any smoke and provide actionable evidence of such.
- (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.
- (k) install any electrical or mechanical equipment such as, but not limited to, an air conditioning unit or part thereof, a dehumidifier or part thereof or other similar heating and cooling equipment to the balcony of the Lot.

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.

Barbeques and space heaters

- 5.4 Portable barbeques (e.g. gas, electric fuelled) may be installed and used on balconies but must not use solid fuel. Space heaters (gas, electric fuelled) may be installed but lot owners accept complete responsibility for any damage caused to common property particularly but not exclusively cracked glazing.

6 Floor coverings in your Lot

- 6.1 In this by-law, unless the context otherwise requires, words and phrases defined in or for the purposes of the Consolidated By-laws or the Act have the meaning there ascribed and, in addition, the following words and phrases have the following meanings:

Acoustic Performance Standard means the acoustic performance standard measured in situ for a hard surface floor finish installed in a Residential Lot that achieves a weighted standard impact sound pressure level with spectrum adaptation term of not greater than 55 dB measured in accordance with ISO 140-7 and rated to ISO 717-2 or, if those measurements and/or ratings are no longer in force or applicable, then the Australian acoustic standard that most closely approximates those measurements and/or ratings to the intent that the replacement measurements and/or ratings afford to Altair an enhanced (rather than reduced) acoustic measurement and/or rating;

approved acoustic engineer means a qualified acoustic engineer who is a member of the Association of Australian Acoustical Consultants and who is reasonably satisfactory to the Strata Committee;

hard surface flooring means any floor finish installed on a floor space, or the treatment of any floor surface, in a Residential Lot other than the installation of carpet laid over heavy duty underlay.

- 6.2 Without limiting the effect of this or any other by-law, an Owner of a Residential Lot must ensure that all floor space within that Owner's Residential Lot is covered or otherwise treated to reduce appropriately and suitably the transmission of noise that might unreasonably disturb another Owner or Occupier.
- 6.3 Except where an Owner of a Residential Lot is replacing a floor finish with carpet laid over heavy duty underlay, an Owner of a Residential Lot must obtain the consent of the strata Committee before changing or altering the floor finish within that Owner's Residential Lot.

- 6.4 Without limiting the requirements of this by-law, if an Owner of a Residential Lot wishes to install or create hard surface flooring within that Owner's Residential Lot, the Owner must comply with the provisions of this by-law.
- 6.5 At least 7 days prior to undertaking any works to install hard surface flooring, the Owner of the Residential Lot must first notify the strata Committee in writing of the owner's intention to do so including in that notice:
- (a) the Owner's name and Lot number;
 - (b) a description of the hard surface flooring proposed to be installed including:
 - (i) the type of flooring;
 - (ii) the type of underlay (if any) proposed to be used;
 - (iii) the area within the Lot the hard surface flooring is proposed to be installed;
 - (iv) the acoustic properties of the hard surface flooring;
 - (c) a report from an approved acoustic engineer that analyses the proposed hard surface flooring, method of installation and the effect on sound transmission including impact noise following installation and states that the proposed hard surface flooring as installed will achieve the Acoustic Performance Standard and is not likely to breach clause 6.2, and request the consent of the strata Committee to the installation of that hard surface flooring in that Owner's Residential Lot.
- 6.6 In order to ensure that the amenity, including without limitation acoustic amenity, of all Owners and Occupiers of Residential Lots is preserved to the greatest extent possible, the Strata Committee (or the Building Manager on behalf of the Strata Committee) may impose restrictions and obligations on the Owner of a Residential Lot in respect of which hard surface flooring is proposed to be installed (including that owner's contractors, servants and agents) including without limitation:
- (a) a requirement for the provision of a materials handling plan detailing the method or methods by which men, materials and debris are to be transported over Common Property (including a requirement to cover the internal surface of lifts with protective shrouding)
 - (b) requirements for the cleaning, and where necessary the repair, of Common Property affected by the transportation of men, materials and debris over Common Property;
 - (c) written assurance that the hard surface flooring will not be installed in such a way that it comes into contact with a wall or skirting within the Residential Lot;
 - (d) the provision of a Bond in an amount reasonably determined by the strata Committee as sufficient to meet the costs of rectifying any damage (including cleaning) caused by the installation of the hard surface flooring;

- (e) compliance with the Checklist obtained by the Owner of the Residential Lot from the Building Manager.
- 6.7 The strata Committee must deal promptly with a request for consent under this by-law and must not unreasonably refuse such request, providing that the Owner of the Residential Lot has complied with the requirements of clauses 6.5 and 6.6 and, in particular but without limitation, that the report provided in respect of paragraph 6.5(c) satisfies the requirements set out in that paragraph.
- 6.8 Following the installation of hard surface flooring in a Residential Lot, if there is any complaint within the 12 months following the installation of the hard surface flooring about noise transmission through that part of the floor of that Residential Lot in which the hard surface flooring has been installed, the Strata Committee may by resolution require, and if it does so the Owner of the Residential Lot must obtain and provide to the Strata Committee, a report from an approved acoustic engineer:
 - (a) certifying that the approved acoustic engineer has conducted field impact isolation testing of the installed hard surface flooring *in situ*; and
 - (b) specifying the results of that acoustic testing; and
 - (c) certifying that the hard surface flooring has been installed in accordance with the manufacturer's specifications and that the installation otherwise complies with the requirements of this by-law including those in the report required under paragraph 6.5(c).
- 6.9 If the certificate of the approved acoustic engineer provided under clause 6.8 discloses that the installed hard surface flooring does not comply with the requirements of this by-law, in particular but without limitation the parameters set out in paragraph 6.5(c), the Owner of the Residential Lot in which the hard surface flooring is installed must take such steps as are necessary to rectify the deficiencies in the installation so that the installed flooring complies with the requirements of this by-law in default of which the Owner must replace or cover the hard surface flooring with carpet laid over heavy duty underlay.
- 6.10 If a report complying with clause 6.8 is not provided to the Strata Committee within three months after the strata Committee has resolved to require that report, the Owners Corporation, by resolution of the strata Committee, has the right, by notice in writing to the Owner of the Residential Lot in which the hard surface flooring has been installed, to require the hard surface flooring to be replaced or covered with carpet laid over heavy duty underlay at the cost of the Owner.
- 6.11 The Owners Corporation is not entitled to require the hard surface flooring to be replaced with carpet laid over heavy duty underlay:
 - (a) if the failure of the Owner of the Residential Lot to supply the approved acoustic engineer's certificate is due in whole or in part to the inability of the approved acoustic

engineer (acting reasonably) to gain access to the Residential Lot or Residential Lots below or, as applicable, adjacent to, the Residential Lot in which the hard surface flooring is laid for the purpose of conducting acoustic testing; or

- (b) any complaint about noise transmission from the floor space of the Residential Lot in which the hard surface flooring is installed is made more than 12 months after the hard surface flooring has been installed.
- 6.12 An Owner of a Residential Lot that is served with a notice from the Owners Corporation requiring the Owner of the Residential Lot to cover the floor of the Owner's Residential Lot with carpet laid over heavy duty underlay must comply with that notice within three months of service of that notice on the Owner by the Owners Corporation.
- 6.13 The Owner of a Residential Lot in which hard surface flooring is installed is liable for any damage caused to any part of the Common Property as a result of the transportation of men, materials and debris across Common Property and/or the installation of the hard surface flooring in that Residential Lot and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- 6.14 The Owner of a Residential Lot in which hard surface flooring is installed must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of installation of the hard surface flooring in the Residential Lot or the transportation of men, materials and/or debris across Common Property.
- 6.15 For the avoidance of doubt, the Owner of the Lot in which hard surface flooring is installed or proposed to be installed must bear and pay all of the costs of installation of the hard surface flooring and of compliance with this by-law, including without limitation retention of the approved acoustic engineer, rectification of any damage of whatsoever nature caused by the installation of the hard surface flooring, and the reasonable costs of the Owners Corporation in enforcing this by-law.
- 6.16 This by-law does not apply to floor space comprising a terrace, balcony, car space, laundry, kitchen, lavatory or bathroom.

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 strata 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 strata 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 servicesand 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 Strata Committee's reasonable opinion), provide evidence to the Strata 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 (plantings), occasional furniture and outdoor recreational equipment on the Balcony of your Lot only if:
- (a) they are of a type approved by the Owners Corporation; the items should be portable and furnishings should be white/cream, silver or grey in colour and if made of wood are either painted white/cream, silver or grey or if unpainted be of a variety of wood that 'silvers' with age or exposure to the weather;
 - (b) they will not cause damage; and
 - (c) they are not dangerous.
 - (d) in the case of plantings, they must stand on the balcony and must not be hung from the soffits, ceilings, walls, fences or balustrade.
- 11.2 You may keep a portable barbeque on the Balcony of your Lot only if it complies with an approved Barbeque Code as determined from time to time by the Owners Corporation or its Strata Committee.
- 11.3 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 similar equipment or parts of such equipment.
 - (c) any mirrors, artworks, colourful (non-white/cream) or reflective surfaces either free standing or mounted to any exterior surface.
 - (d) any cladding, paint surface, tiling etc or effect which changes the exterior appearance of Altair.
 - (e) any object that is capable of being blown off the balcony or is unstable and capable of causing danger by falling from the balcony such as but not limited to trays or items hung from the balustrade.
- 11.4 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.

11.5 The main objective of by-law 11 is to maintain the exterior appearance of clean, minimalist architectural lines and uniformity of the predominantly white/grey exterior colour scheme of Altair. For practical purposes owners should seek advice as to what is acceptable with the Building Manager, however the Strata Committee may at its absolute discretion determine what items are acceptable under all clauses of by-law 11.

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 strata 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 Strata Committee to keep other types or numbers of animals.

13.3 The Strata Committee will not give you consent to keep any:

- (a) dog that is vicious, aggressive, noisy or difficult to control;
- (b) dog that is not registered under the Companion Animals Act 1998 (NSW); or
- (c) 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 strata Committee may make conditions if it gives you consent to keep an animal.

13.7 The Building Manager acting on behalf of the strata 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).
- (d) *Owners of dogs will be liable for any costs including interest at 10% p.a. accrued by the Owners Corporation in administering this by-law.*

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 City 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. *A fee determined by the strata Committee from time to time applies to cover costs associated with installation and cleaning.*

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 building manager or Strata 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 strata 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 strata 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 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 Owners and the Occupiers of the Commercial Lots and Commercial Lot owners cannot use the Residential Garbage Room with the exception of temporary arrangements as agreed at the discretion of the Building Manager and expressly ratified by the Strata Committee at an Strata Committee meeting. In the event that any such temporary arrangements exceed one year (12-months from the initial agreement) then the continuation of any temporary arrangement can only be determined by the Owners Corporation at the next available General Meeting.

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.
- 25.4 (a) For the purposes of clarity this means that no residential or commercial Lots other than Lots 126, 127, 129, 130,132, 133, 135,136, 138 and 139 may install or operate fixed air conditioning equipment.
- 25.4 (b) For the purposes of clarity this means that the owners of lots 126, 127, 129, 130, 132, 133, 135, 138 and 139 may replace their existing air conditioning equipment; but do not have the right to extend the location, range or capacity of such equipment without first obtaining consent to do so from the Owners Corporation.

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

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 strata 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. Use and Occupancy of Your Lot

Definitions

36.1 In this by-law, unless the context otherwise requires, words and phrases defined in or for the purposes of the Consolidated By-laws or the Act have the meaning there ascribed and, in addition, the following words and phrases have the following meanings:

Act means collectively the *Strata Schemes Management Act 1996* (the 1996 Act) and with effect from 30 November 2016, the *Strata Schemes Management Act 2015* (the 2015 Act) and any Act amending or replacing the same and includes the regulations made thereunder;

Administration Fee means an amount determined from time to time by the Strata Committee not exceeding \$300 per day to meet the administrative costs, charges and expenses of providing the services of, without limitation, any of the concierge, Building Manager, cleaning and maintenance personnel and Strata Manager in relation to the use of any Residential Lot for any purpose approved by the City of Sydney Council which falls within the definition of prohibited use in this by-law;

approved tenancy means a residential tenancy agreement made under the *Residential Tenancies Act 2010* and/or the Regulations thereunder (or any Act or Regulation amending or replacing the same) for an initial period of not less than three (3) months;

commercial use or **commercial purposes** includes, without limitation, any letting of a Residential Lot on a short-term basis for any period of less than three months duration;

Consolidated By-laws means the consolidation of by-laws registered in Dealing AH49411 and any amendment thereof;

Occupier means, in respect of a Residential Lot, a person in lawful occupation of a Residential Lot but only while that person is:

- (a) the Owner;
- (b) the lessee under an approved tenancy; or
- (c) in occupation of the Lot with another person who is the Owner or the lessee of the Lot under an approved tenancy;

and where an Owner, lessee or sub-lessee is a corporation, any person who would otherwise be in lawful occupation of the Lot is deemed for the purpose of this definition to be an Owner or a lessee as the case may be if that person is the company nominee of, or a shareholder in, or a director of the corporation or, in the case of a corporation that is a trustee, a beneficiary of the trust of which the corporation is the trustee;

prohibited use means the use of a Lot for any of the following purposes:

- (a) brothel, hotel, motel, serviced apartment, bed & breakfast accommodation, hostel, guest house, lodging house, rooming house, short-term letting, holiday rental, dormitory or other place of temporary accommodation, multi-purpose youth centre including drop in centre or drop in coffee lounge, an injecting room or needle exchange; and/or
- (b) in the case of Residential Lots only, meeting room or other multi-purpose hall for use or hire and public convenience; and/or
- (c) for any purpose that is prohibited by law or by this by-law or by any of the other by-laws in force in respect of the Scheme from time to time;

Restrictions on Use

36.2 The Residential Lots constitute a solely residential area within the strata scheme and, accordingly, in order to ensure the safety, particularly fire safety, and security of all Owners and Occupiers of Lots and the preservation of the amenity and quiet enjoyment of the Lots and Common Property associated therewith, every Owner and every Occupier must ensure that the Lot of which they are the Owner and/or Occupier is not used for commercial purposes or for any prohibited use.

36.3 Every Owner and every Occupier of a Commercial Lot must ensure that the Commercial Lot of which they are the Owner and/or Occupier is not used for a prohibited use.

36.4 Clause 36.2 in this by-law does not prohibit the use of part of a Residential Lot by an Owner or Occupier as a study or the conduct within the Residential Lot of the personal business of an Owner or Occupier provided that that business does not involve the operation within the

Residential Lot of an office employing persons in the Residential Lot who are not otherwise an Owner or Occupier of the Residential Lot.

- 36.5 The Owner or Occupier of a Residential Lot must not carry on any business in the Residential Lot which would, or would be likely to, result in more than two visitors visiting the Residential Lot in any 12 hour period.
- 36.6 An Owner or Occupier of a Residential Lot must not grant a lease, sub-lease, licence or sub-licence of a Lot, or any part thereof, for any period of less than three months' duration and for which any payment is to be made or received and, for the avoidance of doubt:
- (a) no person will be permitted to occupy the Residential Lot otherwise than as the Owner or Occupier of that Residential Lot or pursuant to an approved tenancy;
 - (b) if the Residential Lot is leased, the lessee of the Residential Lot must reside in that Residential Lot.
- 36.7 It is a breach of this by-law for any Owner or Occupier of a Residential Lot to advertise any Residential Lot or any part of a Residential Lot on any platform facilitating the provision of short term accommodation, including an online platform such as, but not limited to, websites such as *Stayz Holiday Accommodation, Airbnb, VRBO, HomeAway* or any other similar website or forum.

Change of Use

- 36.8 Any change of use of a Residential Lot that involves the Residential Lot being used for any purpose falling within the definition of prohibited use in this by-law will adversely affect the Common Property, the security of Altair and the amenity of Owners and Occupiers in their quiet enjoyment of their Residential Lots.
- 36.9 No application may be made to the City of Sydney Council or any other consent authority within the meaning of the *Environmental Planning & Assessment Act 1979* for a development application or an application for a complying development certificate, or any other like approval, to change the use of a Residential Lot to permit the Residential Lot or any part thereof to be used for any purpose falling within the definition of prohibited use in this by-law, and thereby adversely affecting the Common Property, unless the application has first been approved by resolution of Owners in general meeting.
- 36.10 If Owners approve by resolution in general meeting the making of an application described in clause 36.9, the Owners Corporation must affix the common seal of the Owners Corporation to the application.
- 36.11 If the City of Sydney Council or other relevant consent authority approves the use of a Residential Lot or any part thereof for any purpose falling within the definition of prohibited use, the Owners Corporation shall be entitled to charge the Owner of the Residential Lot the Administration Fee for each day on which the Residential Lot is so used.

- 36.12 The Administration Fee shall be charged to, and payable by, the Residential Lot Owner at the same time as normal contributions to the administrative and sinking funds are levied and paid.
- 36.13 If the Administration Fee is not paid within one month after the due date, it will bear until paid simple interest at the same rate as specified in the Act in respect of the recovery of unpaid contributions, or if the Regulation provides for some other rate, then at that other rate
- 36.14 The Administration Fees (including interest thereon and the costs of recovery) shall be recoverable by the Owners Corporation as a debt due and payable in the same way as contributions are recovered under the Act.
- 36.15 If the Administration Fee is not paid by the Owner of the relevant Residential Lot, in addition to the other rights the Owners Corporation has under this by-law, the Owners Corporation may withhold the provision of any of the administration services to that Owner or any Occupier of the Residential Lot or invitee of any such Owner or Occupier including, without limitation, the provision of Security Keys.

Enforcement of By-Law

- 36.16 For the purposes of ensuring compliance with this by-law and in order to ensure the safety and security of all persons lawfully residing within Altair, the strata Committee, the Building Manager or the Strata Manager may require any person in apparent occupation of any Residential Lot to produce to the strata Committee, the Building Manager or the Strata Manager, as applicable, written proof of lawful occupation of that Residential Lot which may include but is not limited to:
- (a) an approved tenancy agreement specifying that person as the lessee under that agreement;
 - (b) a driver's licence nominating the Residential Lot as the place of residence of that person;
 - (c) a statement, invoice or account from a utility supplier of electricity or gas specifying the address of the Residential Lot as the address of that person;
 - (d) a statement, invoice or other written document from a bank or other financial institution specifying the address of the Residential Lot as the address of that person;
 - (e) any other document or evidence that establishes to the reasonable satisfaction of the strata Committee or the Strata Manager, as applicable, that that person is in fact in lawful occupation of the Residential Lot or has otherwise been authorised to reside in the Residential Lot in accordance with this by-law,

in default of which the Owners Corporation is entitled to assume that the Residential Lot is being occupied for a prohibited use and/or contrary to the provisions of this by-law and thereafter the strata Committee, Building Manager or Strata Manager, as applicable, may without further notice to the Owner or Occupier:

- (f) confiscate and/or deactivate any Security Key giving access to the building in the possession of that person; and/or
 - (g) take such action against the Owner of that Residential Lot as the strata Committee considers appropriate for the enforcement of this by-law.
- 36.17
- (a) This by-law is a fundamental term in any lease or licence granting rights of occupation to a Lot, whether or not the lease or licence contains a clause having the same effect as this by-law.
 - (b) Every Owner must include in any lease or licence granting rights of occupation to the Lot of which they are the Owner:
 - (i) in respect of a Residential Lot, the maximum number of persons who are to occupy the Residential Lot; and
 - (ii) in respect of any Lot, a clause providing that any breach of this by-law is an event of default on the part of the lessee, licensee or other Occupier entitling the Owner to give to the lessee or licensee a termination notice of the lease or licence.
 - (c) If a lessee, licensee or other Occupier of a Residential Lot commits a material breach of this by-law, upon that breach being drawn by notice in writing to the attention of the Owner, that Owner must take immediate steps in accordance with the *Residential Tenancies Act 2010* or any Act replacing the same to terminate the lease or licence and the occupation of the Residential Lot thereunder, including without limitation making and maintaining such application or applications as may be necessary to the NSW Civil & Administrative Tribunal for the vacation of the Residential Lot under Part 5 of the *Residential Tenancies Act 2010* and the Regulations thereunder.
 - (d) If a lessee, licensee or other Occupier of a Commercial Lot commits a material breach of this by-law, upon that breach being drawn by notice in writing to the attention of the Owner, that Owner must take immediate steps to terminate the lease, or licence and the occupation of the Commercial Lot thereunder.
- 36.18
- If an Owner of any Lot is given notice in writing of any breach of this by-law in respect of the occupation of that Lot and that Owner defaults in complying with that notice, the Owners Corporation may:
- (a) demand that the defaulting Owner do certain acts or things to remedy that default;
 - (b) take such action as the Strata Committee considers is reasonable and appropriate in the circumstances to enforce the provisions of this by-law;
 - (c) recover the costs of any action taken by the Strata Committee to enforce this by-law (including the costs of recovery) from the defaulting Owner as a debt due and payable;
 - (d) if that debt is not paid or not paid in full within one month after the date on which it is due, impose on the outstanding amount of that debt simple interest at the same rate as

applicable to contributions unpaid under section 79(2) of the 1996 Act or section 85 of the 2015 Act, or if the regulations under the Act prescribe some other rate, then at that other rate; and/or

- (e) include reference to any such debt (including interest thereon) on notices under section 109 of the 1996 Act or section 184 of the 2015 Act in respect of that Lot.

Exceptions

- 36.19 (a) The restrictions in clause 36.6 do not apply in circumstances where the Strata Committee has otherwise approved the lessee not residing in the Residential Lot, or the occupation of the Residential Lot otherwise than pursuant to an approved tenancy, which approval must not be unreasonably withheld.
- (b) The approval of the strata Committee pursuant to clause 36.19(a) must not be given more than twice in any six month period.

General

36.20 This by-law operates in addition to and not in derogation of any rights, duties or obligations arising under any provision of, or instrument issued under, any of:

- (a) the *Environmental Planning & Assessment Act* 1979 and Regulations thereunder or any Act or Regulation replacing the same;
- (b) any conditions of any consent given by any Government Agency in connection with the development approval for the development of the site now the subject of Altair;
- (c) the Act, the *Strata Schemes (Freehold Development) Act* 1973, the *Strata Schemes Development Act* 2015, the *Residential Tenancies Act* 2010, the *Retail Leases Act* 1994 or the Regulations under any of them or any Act or Regulations replacing the same; and
- (d) generally at law.

36.21 If there is any inconsistency between this by-law and the Consolidated By-laws or any other by-law registered in respect of Altair, the provisions of this by-law prevail to the extent of that inconsistency.

37 Car Parking Spaces and Parking Generally

37.1 No part of any Lot intended for use as a car space or any car space Lot (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 your Car Space other than to an Owner, tenant or Occupier of a Lot.
- 37.3 A Car Space must only be used for the parking of a road-worthy motor vehicle subject to the by-laws.
- 37.4 You are liable to promptly remove any abandoned or non-roadworthy motor vehicle from your Car Space (at your cost) whether or not you placed it there.
- 37.5 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 Car Space.
- 37.6 Subject to By-law 18, you must not permit any visitor to your Lot to park or stand any vehicle on Common Property other than in an area marked as visitor parking and then for a maximum period of one day in each calendar month unless Building Manager acting on behalf of the strata Committee has, on your written application, approved in writing the parking by your visitor in visitor parking for a longer period.
- 37.7 You must not park or stand any vehicle in the Car Space of another Lot, or permit any visitor to their Lot to do so, without the prior permission of the Owner or Occupier of that other Lot.
- 37.8 You must not bring or keep any vehicle in your Car Space or on Common Property if that vehicle is leaking oil, petrol, diesel, brake, clutch or other hydraulic fluid or any other fluid and you must not permit any visitor to your Lot or the Common property to do so.
- 37.9 If you breach clause 37.8, or permit a visitor to your Lot or the Common Property to breach clause 37.8, you are liable for the costs of removing any oil, petrol, diesel, brake, clutch or other hydraulic fluid or any other fluid from the Common Property and cleaning up any residue or staining caused by that leaking and you must reimburse the Owners Corporation for all of those costs.
- 37.10 The Owners Corporation may by resolution of its strata Committee and for the purpose of the control, management, administration, use and/or enjoyment of the Common Property including, without limitation, any areas set aside as visitor parking and to preserve the security of the building undertake any or all of the following:
 - (a) install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the standing of vehicles on Common Property;
 - (b) install signage on the Common Property in or about the car parking areas of the strata scheme advising of the effect of this by-law including that vehicles parked on Common Property in breach of this by-law may be wheel-clamped;
 - (c) install signage on the Common Property regulating the ingress and egress of vehicles to and from the building and grounds of the strata scheme;

- (d) arrange for the cleaning, with or without the use of chemicals and/or high pressure water, the surface of the car parking areas at such intervals as the strata Committee considers appropriate;
- (e) establish and maintain a register of all vehicles owned or used by Owners and Occupiers including:
 - i. the make and registration number of the vehicle;
 - ii. the name of the Owner or Occupier who owns or uses the motor vehicle;
 - iii. the Lot number and contact details of the Owner or Occupier;
 - iv. if the Owner or Occupier does not own the vehicle, the name and contact details of the owner of the vehicle;
- (f) take such further action consistent with this by-law as is reasonable and necessary in order to regulate or restrict the parking or standing of vehicles on Common Property and/or preserve the security of the building.

Storage on Car Parking Spaces

- 37.11 The Owners Corporation may from time to time, by resolution of its strata Committee, approve the make, style or form of a standard form storage box or cabinet for installation and use in Car Spaces (Approved Storage Box).
- 37.12 Subject to clause 37.3, if you wish to store any item in your Car Space, you may do so only if you first install an Approved Storage Box in that Car Space and not otherwise.
- 37.13 Subject to clause 37.3, any item stored in a Car Space must be wholly contained within the Approved Storage Box installed in the Car Space.
- 37.14 The installation and keeping of an Approved Storage Box in your Car Space is at your sole cost and liability and you must repair, maintain, renew or replace the Approved Storage Box whenever it becomes dilapidated, damaged or unusable, as applicable.
- 37.15 Any item stored, left or kept in a Car Space, including any motor or other vehicle and whether or not in an Approved Storage Box, is left, stored or kept in that Car Space at the sole risk of the Owner or Occupier of the Car Space and the Owners Corporation has no liability or responsibility to any Owner or Occupier in respect of the safety, security or keeping of any such item, including any responsibility or liability for any damage to by any item stored in the Car Space.
- 37.16 If at any time you store items in your Car Space otherwise than as permitted in this by-law and the storage of those items in the opinion of the strata Committee, reasonably held, constitutes a hazard or fire risk or are otherwise stored outside an Approved Storage Box or are in the opinion of the Strata Committee, reasonably held, attracting or housing vermin or creating other nuisance or likely to do so, the strata Committee (acting reasonably) may by resolution

determine that those items must be removed from the Car Space and give you a notice requiring their removal (Notice to Remove).

- 37.17 If the strata Committee gives you a Notice to Remove items from your Car Space, you must comply with that notice and remove those items from the Car Space within 14 days of the Notice to Remove being served on you.

Removal of Hazardous Items from Car Space

- 37.18 If the strata Committee gives you a Notice to Remove items from your Car Space, and you fail to do so within 14 days after the Notice to Remove is served on you, the Strata Committee may remove, or procure the removal of any item not stored in an Approved Storage Box (other than a motor or other vehicle), those items, but only those items, from the Car Space and, in the absolute discretion of the Strata Committee:

- (a) store the items at such place or places as the strata Committee deems fit; and/or
- (b) dispose of the items in such manner as the strata Committee deems fit.

- 37.19 The Owners Corporation may charge you an administration fee not exceeding \$1,000 to cover the costs incurred by the Owners Corporation in removing, storing and/or disposing of items removed from your Car Space pursuant to a Notice to Remove given under clause 37.16.

- 37.20 None of the Owners Corporation, including for the avoidance of doubt, the Strata Committee, the Building Manager, the Strata Manager or any person acting under and in accordance with the instructions of the strata Committee given pursuant to clause 37.16 is liable to reimburse you for any loss suffered by you as a result of the removal and disposal of items the subject of a Notice to Remove given to you under clause 37.16..

- 37.21 Notwithstanding clause 37.20, the Owners Corporation indemnifies the strata Committee, the Building Manager, the Strata Manager and any and all servants, agents or contractors employed by or on behalf of the Owners Corporation to remove items from a Car Space in accordance with this by-law against any loss or damage sustained by any of them as a result of the removal of items from that Car Space and/or storage and/or disposal of those items or any of them in accordance with this by-law.

Wheel Clamping

- 37.22 If you park or stand any vehicle owned by you on Common Property in breach of this by-law:
- (a) the Building Manager may, without reference to the strata Committee, give a notice; or
 - (b) if at any time there is no Building Manager, the strata Committee (acting reasonably) may by resolution determine that a notice be given,

requiring you to comply with this by-law, in default of which the Owners Corporation may take action in respect of the vehicle as provided in this by-law (Notice of Breach).

- 37.23 The Notice of Breach given under clause 37.22 must:

- (a) be in writing;
- (b) be displayed prominently on the vehicle in such a way as to come to your attention but so as to ensure no damage is done to the vehicle;
- (c) if the vehicle is registered, specify the registration number of the vehicle that has been or is parked or standing on Common Property in breach of this by-law;
- (d) advise that if you fail to remove the said vehicle parked or standing on Common Property in breach of this by-law or park or stand the said vehicle on Common Property repeatedly or persistently in breach of this by-law, the Owners Corporation may affix a wheel clamping device to that vehicle; and
- (e) advise that a fee not exceeding \$500 may be charged by the Owners Corporation for removal of the wheel clamping device.

37.24 If you are given a Notice of Breach under this by-law, you must forthwith comply with that Notice of Breach and remove the vehicle the subject of the Notice of Breach parked on Common Property in breach of this by-law.

37.25 If a Notice of Breach is given under this by-law to you and you do not comply with the Notice of Breach, the strata Committee may resolve at a duly constituted Strata Committee meeting to affix a wheel clamping device to the vehicle the subject of the Notice of Breach and subsequently affix, or cause to be affixed, that wheel clamping device so long as that vehicle is, at the time at which the wheel clamping device is affixed, then parked or standing on Common Property in breach of this by-law.

37.26 The signage installed by the Owners Corporation under clause 37.10 warning that vehicles parked in breach of this by-law may be wheel-clamped must set out a telephone number or other contact details of a person authorised to release the wheel-clamp.

37.27 Every Owner and every Occupier consents to the immobilisation by means of wheel clamping of a vehicle owned or controlled by them and parked or left on Common Property in breach of this by-law.

37.28 None of the strata Committee, any member thereof, the Owners Corporation, the strata managing agent, any Building Manager and any person acting under the instructions of the Strata Committee in accordance with this by-law shall be liable for any loss or damage sustained by an Owner or Occupier to whom a Notice of Breach is given and who fails to remove a vehicle parked or standing on Common Property or repeatedly or persistently parks or stands a vehicle on Common Property in breach of this by-law after a Notice of Breach is given.

37.29 Each member of the strata Committee, the Strata Manager, any Building Manager and every person acting under the instruction of the Strata Committee in accordance with this by-law are hereby indemnified by the Owners Corporation against any loss or damage suffered by any of them arising out of any action taken by any of them in accordance with this by-law.

37.30 For the avoidance of doubt, the Building Manager and/or the strata Committee must not give a Notice of Breach or affix a wheel clamping device to any vehicle on grounds which are, in the circumstances, frivolous or vexatious.

Operation of Other Laws

37.31 Nothing in this by-law operates to restrict or prevent the Owners Corporation from making application to the Local Court (or other relevant forum) for an order authorising the Owners Corporation to dispose of any vehicle or other goods left on Common Property and subsequently disposing of that vehicle or other goods in accordance with the *Uncollected Goods Act 1995 (NSW)* or any Act amending or replacing that Act.

37.32 This by-law must be read in conjunction with and not in derogation of by-laws 5, 18 and 49 but if and to the extent that there is any conflict or inconsistency between this by-law and by-laws 5 or 18, this by-law shall prevail.

Recovery of Costs

37.33 Your obligations under this by-law to reimburse the Owners Corporation are in addition to and not in substitution for your obligations as an Owner of a Lot in the strata scheme, in particular, the obligations of Owners under Part 3 of the Act to make contributions to the administrative and sinking funds.

37.34 If you do not reimburse the Owners Corporation for the costs incurred:

- (a) in rectifying damage to the Common Property as provided in clause 37.9,
- (b) removing and/or storing or disposing of items as provided in clause 37.19,
- (c) if for any reason payment is not made at the time of removal, for the removal of that wheel clamp as specified in clause 37.23,

within one month after the date on which that reimbursement payment is due:

- (i) the amount claimed by the Owners Corporation will bear simple interest at the same rate as is applicable to contributions unpaid under section 79(2) of the Act or if the regulations under the Act prescribe some other rate, then at that other rate; and
- (ii) the Owners Corporation may recover the principal sum, any and all interest thereon and all of the costs of recovery from you as a defaulting Owner or Occupier as a debt due; and
- (iii) the Owners Corporation may include reference to any such debt on notices under section 109 of the Act.

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 (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 Building Manager and/or 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 Dispatch 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 email 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 dispatched 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 (2007)

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 (2011)

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 A".

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 a manner to be decided after agreement by the Strata 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 Strata 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

47.22 The Owner agrees to indemnify the Owner's Corporation (which includes all officers including the Strata 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 Strata 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.

49 Lot 101, Use of Visitor Parking Space number 6

The Owner for the time being of Lot 101 in Strata Plan 64622 (hereinafter called "the Owner") shall be entitled to the sole use and enjoyment of the Visitor Car Space Number 6 forming part of the Common Property for Strata Plan 64622 (as shown on the copy of Strata Plan 64622 sheet 5 annexed hereto and marked with the letter "B") (called "Visitor Space 6") for the purpose of housing a motor vehicle subject to the following conditions:

- (a) This exclusive use Bylaw for Visitor Space 6 shall only apply whilst the Owner permits the Owners Corporation Strata Plan 64622 to use the car space forming part of Lot 101 (called "Space 101") as the Owners Corporation may in its discretion decide, including but not limited to, use as a visitor car space, and shall cease 7 days after the Owner notifies the Owners Corporation in writing that use of Space 101 by the Owners Corporation shall no longer apply.
- (b) The Owners Corporation shall be entitled to mark Space 101 during the term of this exclusive use Bylaw as "visitor parking" but must remove that marking upon termination of this exclusive use Bylaw.
- (c) The Owners Corporation may at all times during this exclusive use by law, by its servants, agents or any other persons authorised by it enter upon Visitor Space 6 subject to this exclusive use Bylaw for the purposes of inspecting the state of repair and/or cleanliness thereof and for the purpose of carrying out any repair or works to such car space which the Owners Corporation may be bound to carry out or which in the discretion of the Owners Corporation ought to be carried out.
- (d) The Owner shall not without the written consent of the Owners Corporation make any alterations to Visitor Space 6 and shall not do or permit to be done anything whereby the policy or policies of insurance on the building of which the said visitor space forms part shall become void or voidable or whereby the rate of premium thereof may be increased and the Owner shall observe all statutory provisions or regulations of any competent authority in relation to the said car space and in particular in regard to the storage or use of petrol or any inflammable material.
- (e) The Owner will at all times during the continuance of this exclusive use Bylaw and upon its termination keep the interior of Visitor Space 6 in good and substantial repair and condition all reasonable wear and tear and damage by fire, flood, lightning and tempest only excepted and shall yield up the car space in such condition upon the termination of this exclusive use by law

but nothing in this sub clause shall require the Owner to do any structural repairs to the car space not occasioned by his or her own act of neglect.

- (f) The Owners Corporation may serve upon the Owner at the address specified in the Strata Roll for Notices in writing of any defect to repair such defect within a reasonable time in accordance with the provisions of this Bylaw.
- (g) The Owner shall not assign or part with possession or grant any licence in respect of the whole or any part of Visitor Space 6 subject to this exclusive Bylaw during the time when this exclusive use Bylaw is in force. This restriction does not apply to and does not prevent the Owner from granting a lease or licence of Visitor Space 6 to a bona fide tenant or licensee to use the space for the parking of a motor vehicle.
- (h) The Owners Corporation must at all times during the continuance of this exclusive use bylaw and upon its termination keep the interior of Space 101 in good and substantial repair and condition all reasonable wear and tear and damage by fire, flood, lightning and tempest only excepted and must yield up Space 101 in such condition upon termination of this exclusive use Bylaw.
- (i) It is hereby expressly agreed that this Bylaw may only be amended or added to or repealed by Special Resolution and with the written consent of the Owner.

50 Statement of Purpose

An elected Member of the Strata Committee for Altair, all Lot owners, all management staff and contractors – Altair Strata Plan 64622 - will be required to comply and uphold with all aspects of this of this **Statement of Purpose** that:

- (a) Altair is a contemporary, innovative and international award winning lifestyle building.
- (b) The Altair community has a welcoming spirit that promotes harmony, respect and participation. We are ever committed to providing a convivial and secure lifestyle for residents and visitors.
- (c) The Owners Corporation's mission is to preserve Altair's position at the top of Sydney's most prestigious and desirable apartment addresses.
- (d) Underpinning this Mission is the pursuit of the highest standards in:

Service

Security *peace of mind personal, discreet & professional*

Presentation *style, design, aesthetic, ambience, building management & facilities*

Sustainability *benchmark in environmental integration & optimal investment returns*

Community *welcome, inclusive, warm & comfortable, pet friendly and philanthropic*

- (e) Our reputation for being among the most desirable apartment living locations is achieved by being the benchmark in service, building management and security.

The above 'statement of purpose' in this affirms Altair's set of values to be institutionalised and be rigorously managed to and performance appraised against.

51 Timber flooring within Lots

An Owner must properly maintain, repair, renew or replace that part of the common property comprising of any parquetry timber flooring adhered to the interior common floors of an owner's lot.

For the avoidance of doubt and for the purposes of Section 106 (3) of the *Strata Schemes Management Act 2015* the Owners Corporation has determined that it is inappropriate to maintain or repair the items contained in this by-law.

52 Light fittings in Lots

An Owner must properly maintain, renew, replace or repair that part of the common property comprising of any downlight fittings, light fittings, recessed lighting, globes, transformers, wiring or any other ancillary equipment exclusively servicing the lighting of an owners lot.”

For the avoidance of doubt and for the purposes of *Strata Schemes Management Act 2015* the Owners Corporation has determined that it is inappropriate to maintain or repair the items contained in this by-law.

53 Past Works Lot 11

PART 1

PREAMBLE

59.1 This by-law is made under the provisions of Division 4 of Part 5 of Chapter 2 of the *Strata Schemes Management Act 1996*.

- (a) The by-law relates to Lot 11 in the strata scheme.
- (b) The Owner of Lot 11 has previously carried out the Past Works.
- (c) The intended effect and purpose of this by-law is to:
 - i. permit the Owner of Lot 11 to retain the Past Works; and
 - ii. to confer a right of exclusive use and enjoyment, and special privilege, in respect of the common property concerned or affected by the Past Works.

GRANT OF RIGHT

53.2 Notwithstanding anything contained in any by-law applicable to the strata scheme the Owner of Lot 11 has the exclusive use and enjoyment of those parts of the common property occupied by the Past Works and the special privilege to retain the Past Works (at the Owner's cost and to remain the Owner's fixtures) subject to the provisions of Part 3 of this by-law.

THIS BY-LAW TO PREVAIL

59.2 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 2

DEFINITIONS & INTERPRETATION

53.4 Definitions

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

- (a) **Act** means the Strata Schemes Management Act 1996.
- (b) **Agent** means any person authorised by the Owner to exercise its rights under this by-law including any contractors or subcontractors nominated by the Owner.
- (c) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- (d) **Building** means the building situated at 3 Kings Cross Road, Darlinghurst in the State of New South Wales.
- (e) **Lot** means Lot 11 in Strata Plan No. 64622.
- (f) **Owner** means the owner of the Lot.
- (g) **Owners Corporation** means the owners corporation constituted by the registration of Strata Plan No. 64622.
- (h) **Past Works** means the works to Lot 11 and common property previously carried out for and in connection with the Owner being:
 - installation of an awning as shown on the plan attached to this by-law and marked 'A'.

53.5 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees.

PART 3

CONDITIONS

53.6 Enduring rights and obligations

The Owner must:

- (a) not carry out any alterations or additions or do any works (other than the Past Works);
- (b) properly maintain and upkeep the Past Works in a state of good and serviceable repair;
- (c) properly maintain and upkeep those parts of the common property in contact with the Past Works;
- (d) comply with all directions, orders and requirements of any Authority relating to the Past Works;
- (e) remain liable for any damage to lot or common property arising out of or in connection with the Past Works and will make good that damage immediately after it has occurred; and
- (f) indemnify and keep the Owners Corporation indemnified against all claims, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever (including, without limitation, all legal costs on a full indemnity basis) which the Owners Corporation may suffer or incur or for which the Owners Corporation may become liable in respect of or arising, whether directly or indirectly, out of:
 - i. the negligent or careless undertaking of the Past Works by the Owner, or its Agents;
 - ii. any accident or damage to property or injury or death suffered by any person arising from any occurrence arising wholly or in part by reason of the Past Works;
 - iii. any damage caused by the Owner or its Agents to the common property or any other lot in the Strata Scheme or any property belonging to or owned by any other person;
 - iv. any breach or default on the part of the Owner's obligations contained in this by-law.

53.7 Failure to comply with this by-law

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

- (a) request, in writing, that the Owner complies with the terms of it;
- (b) by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform that obligation;
- (c) recover the costs of such work from the Owner as a debt due; and

- (d) such costs, if not paid at the end of one (1) month after becoming due and payable shall bear, until paid, interest at the annual rate of ten (10) per cent. The Owners Corporation may recover as a debt any costs not paid at the end of one (1) month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

53.8 Ownership of Works

The Past Works will always remain the property of the respective Owner.

53.9 Applicability

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

54. Installation of Air-conditioner (Lots 140 & 141)

PART 1

GRANT OF RIGHT

1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, for the period of the Term, subject to the terms and conditions contained in Part 3 of this by-law.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

Act means the *Strata Schemes Management Act 1996*.

Authority means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.

Building means the building situated at 3 Kings Cross Road, Rushcutters Bay in the State of New South Wales.

Bond means the bond being a bank cheque in the amount of \$100,000.00 or as reasonably determined by the owners corporation made payable to the owners corporation.

Insurance means:

- i. contractors all risk insurance (including public liability insurance) in the sum of \$20,000,000.00;
- ii. insurance required under the *Home Building Act 1989* (if any); and
- iii. workers' compensation insurance.

Lot means lots 140 & 141 in strata plan 64622.

Owner mean(s) the owner(s) of the Lot.

Term means 12 months from the date of the passing of the motion approving this by-law.

Works means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of:

- i. Installation of 1 x Daikin reverse cycle 24KW VRV air conditioning system
- ii. installation of 4 x Daikin 6KW under ceiling head units throughout Lots location as per on site discussions
- iii. installation of 1 x Daikin 6 KW reverse cycle split system to be installed in board room
- iv. (Condensing units to be located on balcony area as per instructed
- v. installation of 2 x electrical circuits
- vi. installation of all required interconnecting wiring and pipe work together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with
 - the specifications attached to this by-law and marked "A";
 - the Engineering report of Spectrum Engineering Solutions dated 1 September 2015 attached and marked "B"
 - and the provisions of this by-law.

And at the end of the Term, the total removal of items above (i) – (vi) and absolute restoration of lot and common property effected in any way by the Works to “as new” condition (i.e as if the above works had never been undertaken).

2.2 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) references to the Owner in this by-law include any of the Owner’s executors, administrators, successors, permitted assigns or transferees;
- (f) where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency; and
- (g) references to any Works under this by-law include, where relevant, the condenser, coils, pipes, conduits, wires, flanges, valves, ductwork, caps, insulation and all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

PART 3

CONDITIONS

3.1 Prior to commencement of the Works

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

- (a) submit, in writing, to the Owners Corporation plans specifying the detail of the Works, including, but not limited to the following:
 - i. the size;
 - ii. the type;
 - iii. the location; and

- iv. any other specification requested by the owners corporation.

- (b) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;
- (d) effect and maintain Insurance and provide a copy to the Owners Corporation;
- (e) pay the Owners Corporation's reasonable costs in preparing, making and registering the by-law (including legal and strata management costs).
- (f) pay the Bond;

3.1.2 Upon receipt of the plans specified in clause 3.1.1(a) hereto, the Owners Corporation shall determine, at its absolute discretion, whether the further specifications are required or if variations to the Works are required prior to their installation.

3.2 During installation of the Works

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

- (a) use duly licensed employees, contractors or agents to conduct the installation;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- (c) ensure the installation is carried out expeditiously and with a minimum of disruption;
- (d) ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;
- (e) carry out the installation between the hours of 8:30am and 5:30pm Monday-Friday or between 8:30am and 12 midday on Saturday or such other times reasonably approved by the Owners Corporation;
- (f) perform the installation within a period of one (1) month from its commencement or such other period of time as may be approved by the Owners Corporation;
- (g) transport all construction materials, equipment and debris as reasonably directed by the Owners Corporation;

- (h) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- (i) ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (j) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required);
- (k) not vary the Works without first obtaining the consent in writing of the owners corporation; and
- (l) have a new condenser unit (external) that:
 - i. is mounted on vibration pads in a location so to minimise noise and vibration;
 - ii. is installed unobtrusively in a location as approved by the owners corporation;
 - iii. has an acceptable sound rating as specified by the owners corporation in writing; and
 - iv. has all external piping and electrical work covered with the same style downpipe used for the existing guttering of the Building.

3.3 After installation of the Works

3.3.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the installation of the Works has been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- (d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law.

3.3.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (d) immediately above have been complied with.

3.3.3 The Bond contemplated under clause 3.1.1(f) is to be refunded within 60 days from completion of the Works less any costs incurred by the Owners Corporation for or in connection with the carrying out of the Works or breach of this by-law.

3.4 Statutory and other requirements

3.4.1 The Owner must:

- (a) comply with all requirements of the owners corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of Authority relating to the Works and must be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;
- (b) ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
- (c) comply with the provisions of the *Home Building Act 1989*.

3.4.2 The Works must:

- (a) be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract; and
- (b) comprise materials that are good and suitable for the purpose for which they are used and must be new.

3.5 Enduring rights and obligations

3.5.1 The Owner must:

- (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- (b) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (c) properly maintain and upkeep those parts of the common property in contact with the Works;

- (d) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- (e) indemnify and keep indemnified the owners corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use; and
- (f) repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Works are removed or relocated.

3.6 Failure to comply with this by-law

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

- (a) by its agents, employees or contractors enter upon the Lot and carry out all work necessary to perform that obligation;
- (b) recover the costs of such work from the Owner as a debt due; and
- (c) recover from the Owner the amount of any fine or fee which may be charged to the owners corporation for the cost of any inspection, certification or order.
- (d) apply the Bond towards the costs incurred by the owners corporation to carry out that work.

3.7 Ownership of Works

The Works will always remain the property of the Owner.

3.8 Applicability

In the event that the Owner desires to remove the Works installed under this by-law prior to the end of the Term (or otherwise), the provisions of Part 3 shall also

55. Installation of Awning Lot 140

PART 1

PREAMBLE

1.1 This by-law is made under the provisions of Division 4 of Part 5 of Chapter 2 of the *Strata Schemes Management Act 1996*.

1.1.1 The by-law relates to Lot 140 in the strata scheme.

1.1.2 The Owner of Lot 140 has carried out the Works.

1.1.3 The intended effect and purpose of this by-law is to:

- (a) permit the Owner of Lot 140 to retain the Works; and
- (b) to confer a right of exclusive use and enjoyment, and special privilege, in respect of the common property concerned or affected by the Works.

GRANT OF RIGHT

1.2 Notwithstanding anything contained in any by-law applicable to the strata scheme the Owner of Lot 140 has the exclusive use and enjoyment of those parts of the common property occupied by the Works and the special privilege to install and retain the Works (at the Owner's cost and to remain the Owner's fixtures) subject to the provisions of Part 3 of this by-law.

THIS BY-LAW TO PREVAIL

1.3 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 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

Act means the *Strata Schemes Management Act 1996*.

Agents means any person authorised by the Owner to exercise its rights under this by-law including any contractors or subcontractors nominated by the Owner.

Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.

Building means the building situated at 3 Kings Cross Road, Rushcutters Bay in the State of New South Wales.

Lot means Lot 140 in Strata Plan No. 64622.

Owner means the owner of the Lot.

Owners Corporation means the owners corporation constituted by the registration of Strata Plan No. 64622.

Works means the works to Lot 140 and common property previously carried out for and in connection with the Owner being:

- Installation of an awning, being an 8 Markilux 5010 Cocoon full cassette folding arm awning in a colour consistent with the awning installed by the owner of Lot 11.

2.2 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees.

PART 3

WORKS

3.1 The Owner must, on the making of this by-law, provide to the Owners Corporation:

- (a) a diagram or plan and specifications depicting the location of the Works;
- (b) any necessary approvals/consents/permits from any Authority.
- (c) a copy of any certificate or certification required by an Authority to approve the Works;
- (d) If required, certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works when installed will be fit for purpose and that will not have any adverse impact on the Building or the safety or health of any occupant in the Building or any passer by including any pedestrian and fit for purpose; and
- (e) a deed of indemnity in a form approved by the Owners Corporation and duly executed.

PART 4

CONDITIONS

4.1 Enduring rights and obligations

The Owner must:

- (a) ensure that the Works are carried out with due care and skill and in accordance with the Building Code of Australia and the Australian Standards;
- (b) not carry out any alterations or additions or do any works (other than the Works);
- (c) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (d) properly maintain and upkeep those parts of the common property in contact with the Works;
- (e) comply with all directions, orders and requirements of any Authority relating to the Works;
- (f) when requested, by the Owners Corporation, renew or replace the Works;
- (g) ensure the Works comply with all other applicable by-laws, including that the Works must be in keeping with the appearance of the Building in terms of colour and style. The Owner must seek the approval of the Owners Corporation regarding the colour and style of the Works whenever they are renewed or replaced. Such approval will be at the discretion of the Owners Corporation;
- (h) remain liable for any damage to lot or common property arising out of or in connection with the Works and will make good that damage immediately after it has occurred;
and
- (i) indemnify and keep the Owners Corporation indemnified against all claims, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever (including, without limitation, all legal costs on a full indemnity basis) which the Owners Corporation may suffer or incur or for which the Owners Corporation may become liable in respect of or arising, whether directly or indirectly, out of:
 - i. the negligent or careless undertaking of the Works by the Owner, or its Agents;
 - ii. any accident or damage to property or injury or death suffered by any person arising from any occurrence arising wholly or in part by reason of the Works;
 - iii. any damage caused by the Owner or its Agents to the common property or any other lot in the Strata Scheme or any property belonging to or owned by any other person;

- iv. any breach or default on the part of the Owner's obligations contained in this by-law.

4.2 Failure to comply with this by-law

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

- (a) request, in writing, that the Owner complies with the terms of it;
- (b) by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform that obligation;
- (c) recover the costs of such work from the Owner as a debt due; and
- (d) such costs, if not paid at the end of one (1) month after becoming due and payable shall bear, until paid, interest at the annual rate of ten (10) per cent. The Owners Corporation may recover as a debt any costs not paid at the end of one (1) month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

4.3 Ownership of Works

The Works will always remain the property of the Owner.

4.4 Applicability

- (a) In the event that the Owner desires to remove the Works approved and/or installed under this by-law (or otherwise), the provisions of Part 4 shall also apply in relation to that removal.

56. Internet Vectoring

GRANT OF POWER

In addition to the powers, authorities, duties and functions conferred or imposed on it pursuant to the Act, the owners corporation shall have the following additional powers, authorities, duties and functions subject to the conditions in Part 3:

- (a) The power to make requirements for the use of common property in relation to the type of use of the common property Copper Wire telecom infrastructure service.
- (b) The duty to regulate the use of the Copper Wire infrastructure which services the Lots.

DEFINITIONS & INTERPRETATION

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

Act means the *Strata Schemes Management Act 1996*.

Approved Use means the transmission of NBN service using Vectoring technology. To remove any doubt, non-vectoring NBN transmission is not an approved use.

Building means the building situated at 3 Kings Cross Road, Rushcutters Bay in the State of New South Wales.

Copper Wires means the copper wire telecom infrastructure service connecting the individual Lots to the main telecommunications junction/hub and NBN access point.

ISP mean Internet Service Provider.

Lot means any lot in strata plan 64622.

NBN means the national broadband network.

Owner means the owner and/or occupier of a Lot.

Owners Corporation means the owners corporation created by the registration of strata plan no.64622

Vectoring means the method of file transfer using Copper Wires that employs the coordination of line signals for reduction of crosstalk levels and improvement of performance.

VDSL2. means Very-high-bit-rate digital subscriber line 2 access technology that exploits the existing infrastructure of Copper Wires.

VDSL2 Provider means a provider of NBN services.

In this by-law, unless the context otherwise requires, a word which denotes:

the singular includes the plural and vice versa;

any gender includes the other genders;

any terms in the by-law will have the same meaning as those defined in the Act; and

references to legislation include references to amending and replacing legislation.

Where a term of this by-law contradicts any by-law applicable to the strata scheme then this by-law shall prevail to the extent of that inconsistency.

CONDITIONS

3.2 All VDSL2 (**NBN**) connections must be approved by the Owners Corporation.

3.3 An Owner or occupier must not use the common property Copper Wires of the Owners Corporation for connecting to the NBN unless it is for an Approved Use.

3.4 An Owner or occupier must not use the Copper Wires for a non-vectoring NBN service at anytime.

3.5 In order to obtain the approval in clause 3.1, an Owner or occupier must provide the Owners Corporation with:

- (a) details of the type of NBN connection and the ISP; and
- (b) provide evidence that it is for the Approved Use,

prior to the date when it is intended to use the NBN

3.6 If an Owner or occupier fails to comply with any obligation under this by-law, then the Owners Corporation may:

- (a) request, in writing, that the Owner or occupier comply with the terms of it;
- (b) without prejudice to any other rights, be able to disconnect the non-prescribed service from the Copper Wires;

PART 4

DEFAULT BY OWNER

- 4.1 The Owners Corporation may recover as a debt due from the Owner or occupier all costs associated with enforcing this by-law.
- 4.4 The Owners Corporation may demand a payment of the costs by serving written notice of the amount payable by that Owner on that Owner.
- 4.5 An amount if not paid at the end of one month after it becomes due and payable shall bear, until paid, simple interest at an annual rate of ten percent (10%).
- 4.6 The Owners Corporation may recover, as a debt due an amount not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

57. Installation of Awning Lot 138

PART 1

PREAMBLE

1.1 This by-law is made under the provisions of Division 4 of Part 5 of Chapter 2 of the *Strata Schemes Management Act 1996*.

1.1.1 The by-law relates to Lot 138 in the strata scheme.

1.1.2 The Owner of Lot 138 has carried out the Works.

1.1.3 The intended effect and purpose of this by-law is to:

- (a) permit the Owner of Lot 138 to retain the Works; and
- (b) to confer a right of exclusive use and enjoyment, and special privilege, in respect of the common property concerned or affected by the Works.

GRANT OF RIGHT

1.2 Notwithstanding anything contained in any by-law applicable to the strata scheme the Owner of Lot 138 has the exclusive use and enjoyment of those parts of the common property occupied by the Works and the special privilege to install and retain the Works (at the Owner's cost and to remain the Owner's fixtures) subject to the provisions of Part 3 of this by-law.

THIS BY-LAW TO PREVAIL

1.3 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 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

Act means the *Strata Schemes Management Act 1996*.

Agents means any person authorised by the Owner to exercise its rights under this by-law including any contractors or subcontractors nominated by the Owner.

Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.

Building means the building situated at 3 Kings Cross Road, Rushcutters Bay in the State of New South Wales.

Lot means Lot 138 in Strata Plan No. 64622.

Owner means the owner of the Lot.

Owners Corporation means the owners corporation constituted by the registration of Strata Plan No. 64622.

Works means the works to Lot 138 and common property previously carried out for and in connection with the Owner being:

- Installation of an awning, being an *Blindmaster folding arm* awning in a colour consistent with the awning installed by the owner of Lot 11.

2.2 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees.

PART 3

WORKS

3.1 The Owner must, on the making of this by-law, provide to the Owners Corporation:

- (a) a diagram or plan and specifications depicting the location of the Works;
- (b) any necessary approvals/consents/permits from any Authority.
- (c) a copy of any certificate or certification required by an Authority to approve the Works;
- (d) If required, certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works when installed will be fit for purpose and that will not have any adverse impact on the Building or the safety or health of any occupant in the Building or any passer by including any pedestrian and fit for purpose; and
- (e) a deed of indemnity in a form approved by the Owners Corporation and duly executed.

PART 4

CONDITIONS

4.1 Enduring rights and obligations

The Owner must:

- (a) ensure that the Works are carried out with due care and skill and in accordance with the Building Code of Australia and the Australian Standards;
- (b) not carry out any alterations or additions or do any works (other than the Works);
- (c) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (d) properly maintain and upkeep those parts of the common property in contact with the Works;

- (e) comply with all directions, orders and requirements of any Authority relating to the Works;
- (f) when requested, by the Owners Corporation, renew or replace the Works;
- (g) ensure the Works comply with all other applicable by-laws, including that the Works must be in keeping with the appearance of the Building in terms of colour and style. The Owner must seek the approval of the Owners Corporation regarding the colour and style of the Works whenever they are renewed or replaced. Such approval will be at the discretion of the Owners Corporation;
- (h) remain liable for any damage to lot or common property arising out of or in connection with the Works and will make good that damage immediately after it has occurred; and
- (i) indemnify and keep the Owners Corporation indemnified against all claims, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever (including, without limitation, all legal costs on a full indemnity basis) which the Owners Corporation may suffer or incur or for which the Owners Corporation may become liable in respect of or arising, whether directly or indirectly, out of:
 - i. the negligent or careless undertaking of the Works by the Owner, or its Agents;
 - ii. any accident or damage to property or injury or death suffered by any person arising from any occurrence arising wholly or in part by reason of the Works;
 - iii. any damage caused by the Owner or its Agents to the common property or any other lot in the Strata Scheme or any property belonging to or owned by any other person;
 - iv. any breach or default on the part of the Owner's obligations contained in this by-law.

4.2 Failure to comply with this by-law

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

- (a) request, in writing, that the Owner complies with the terms of it;
- (b) by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform that obligation;
- (c) recover the costs of such work from the Owner as a debt due; and
- (d) such costs, if not paid at the end of one (1) month after becoming due and payable shall bear, until paid, interest at the annual rate of ten (10) per cent. The Owners Corporation may recover as a debt any costs not paid at the end of one (1) month after they become

due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

4.3 Ownership of Works

The Works will always remain the property of the Owner.

4.4 Applicability

- (a) In the event that the Owner desires to remove the Works approved and/or installed under this by-law (or otherwise), the provisions of Part 4 shall also apply in relation to that removal.

58. Installation of Child Window Safety Devices

PART 1- PREAMBLE

- 1.1 This by-law is made pursuant to Division 2 of Part 7 to the Act.
- 1.2 It is made for the purpose of the control, management, administration and use of the common property for the strata scheme.
- 1.3 Its principal purpose is to provide additional security and safety for the residents of the strata scheme by providing the Owners Corporation with the power to:
- (a) install Child Window Safety Devices; and
 - (b) to impose conditions on the operation, use, repair, maintenance and replacement of the Child Window Safety Devices.
- 1.4 The Child Window Safety Devices will be installed on any openable window where:
- (a) the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
 - (b) when the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
 - (c) any legislative requirement that amends or replaces sub-clauses 1.4(a) and/or (b).

PART 2 - GRANT OF POWER

- 2.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owners Corporation shall have the following additional powers, authorities, duties and functions to install a Child Window Safety Device on Non-compliant Windows and to impose conditions in relation to its operation and use.

PART 3 - DEFINITIONS & INTERPRETATION

3.1 Definitions

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

- (a) **Act** means the *Strata Schemes Management Act 2015*.
- (b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- (c) **Building** means the building situated at 3 Kings Cross Road, Rushcutters Bay.
- (d) **Child Window Safety Device** means the installation of:
 - (i) a device which allows a window to be locked with a maximum opening of 125mm;
 - (ii) the installation of a security screen that is capable of resisting a lateral load of 250 newtons or more; or
 - (iii) any legislative requirement that amends or replaces sub-clauses 3.1(d)(i) and/or (ii),
to Non-compliant Windows.
- (e) **Non-compliant Window** means any openable window in the building where:
 - (i) the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
 - (ii) the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
 - (iii) any legislative requirement that amends or replaces sub-clauses 3.1(e)(i) and/or (ii).
- (f) **Lot** means any individual lot in strata plan 64622.
- (g) **Owner** means owner of a Lot.

3.2 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation; and
- (e) where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency.

PART 4 - INSTALLATION OF CHILD WINDOW SAFETY DEVICE

- 4.1 The Owners Corporation shall install a Child Window Safety Device to every Non-compliant Window.
- 4.2 The Owners Corporation must abide by the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the erection of the installation of the Child Window Safety Devices and must be responsible to ensure that the respective servants, agents and contractors of the Owners Corporation comply with the said directions, orders and requirements.
- 4.3 The Owners Corporation must ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with.
- 4.4 The Owners Corporation must comply with the *Home Building Act 1989* where relevant.
- 4.5 The installation of the Child Window Safety Device must be carried out in a proper and workmanlike manner.
- 4.6 The Child Window Safety Device must comprise materials that are good and suitable for the purpose for which they are used and must be new.
- 4.7 The Owners Corporation may, if it chooses to do so engage a third party contractor to perform the duties and functions of carrying out inspections, advising on work required and undertaking the installation of the Child Window Safety Device.

PART 5 – ACCESS

- 5.1 The Owners shall, from time to time, upon reasonable notice being provided to an Owner or occupier, permit the Owners Corporation in accordance with its power under sub-section 122(2) of the Act, to access the Lot for the purpose of:
 - (a) installing the Child Window Safety Devices; and
 - (b) determining whether the Child Window Safety Devices require any maintenance, repair or replacement.
- 5.2 The Owners Corporation acknowledges and agrees that it will be liable for any damage to the contents of the Lot arising out of the access to it, in accordance with clause 5.1.

PART 6 - MAINTENANCE, REPAIR AND REPLACEMENT

- 6.1.1 The Owners acknowledge and agree that:

- (a) they will reimburse the Owners Corporation for all costs of any repair or replacement of the Child Window Safety Device if it is removed, replaced, or in any way damaged or defaced by the Owner or any occupant of the Lot; and
- (b) the cost of repair and replacement, if not paid in accordance with clause 6.1.2(c) of this by-law, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide under the Act for interest on overdue levy contributions for another rate, that other rate, and the interest will form part of that debt.

6.1.2 The procedure by which maintenance and repair is to be carried out, is as follows:

- (a) the Owners Corporation (or its duly authorised contractor), in accordance with its inspection under clause 5.1, will inspect the Child Window Safety Device that requires repair or replacement;
- (b) Upon determining that the Child Window Safety Device requires repair or replacement, the Owners Corporation (or its duly authorised contractor) will arrange for it to be repaired or replaced, as required;
- (c) If the Owner or any occupant of the lot has damaged the Child Window Safety Device, upon completion of the repair or replacement, the Owners Corporation will provide a copy of the tax invoice for such repair or replacement to the Owner; and the Owner must reimburse the Owners Corporation within seven (7) days of the receipt of the tax invoice, for the sum of that invoice.

59. Works to Lot 138

PREAMBLE

- 1.1 This by-law is made pursuant to Parts 6 and 7 of the *Strata Schemes Management Act 2015*.
- 1.2 The purpose of the by-law is to confer on the Owner the right to carry out works to their lot and common property as set out in this by-law.
- 1.3 The rights conferred by the Special By-Law shall endure for the benefit of the Owner.

DEFINITIONS & INTERPRETATION

Definitions

- 2.1 In this by-law, unless the context otherwise requires or permits:
 - (a) **Act** means the *Strata Schemes Management Act 2015*;
 - (b) **Authority** means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but limited to the local council, a court or a tribunal;

- (c) **Building** means 'ALTAIR', the building situated at 3 Kings Cross Road, Rushcutters Bay in the State of New South Wales;
- (d) **Checklist** means a checklist in the form referred to under by-laws 1 and 8 (or as renumbered from time to time) applicable to strata scheme 64622;
- (e) **Lot** means lot 138 in Strata Plan No 64622;
- (f) **Owner** means the owner for the time being of the Lot;
- (g) **Owners Corporation** means the owners corporation constituted upon the registration of Strata Plan No 64622;
- (h) **Works** means the works to be undertaken by the Owner as indicated in the plan by Amber Road Interior Design and Landscape Architecture dated December 2018 at Annexure A hereto, including but not limited to the following:
 - (i) Removal and replacement of the external wall lights (with no change to location or existing electrical services other than a temporal disconnection for the purposes of installation);
 - (ii) Installation of new stem pendant lighting;
 - (iii) Minor change to the existing electrical services to the Lot (connection of new stem pendant lighting);
 - (iv) Installation of new paving on top of existing balcony/terrace tiling;
 - (v) Laying of gravel border to the exterior of the terrace/balcony and placing of new pot plants (to sit on top of existing balcony/terrace tiles);
 - (vi) Installation of a gas-powered fire pit (gas line to be connected to existing barbeque gas line running underneath the new balcony/terrace paving);
 - (vii) Installation of new stone tiles in lift entry area (no waterproofing as lift area is not a wet area);
 - (viii) Installation of new wall cladding to lift entries;
 - (ix) Removal and replacement of the front door to the Lot;
 - (x) Extension of the master bedroom of the Lot comprising of the:
 - (a) removal and reinstallation of the existing glazing 200mm back from existing roof line with fixed glazing panel to remain;
 - (b) removal of the central column to the master bedroom and installation of a steel beam in accordance with the structural engineer's report from Engineering Studio at Annexure B hereto;

- (xi) Installation of new powerpoints to the newly extended area of the Lot;
- (xii) All works reasonably incidental to the completion of the above.

Interpretation

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

- (i) the singular includes the plural and vice versa;
- (ii) any gender includes the other genders;
- (iii) any terms in the by-law will have the same meaning as those defined in the Act;
- (iv) a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- (v) references to legislation include references to amending and replacing legislation;
- (vi) a reference to the Owner includes any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- (vii) to the extent of any inconsistency between the by-laws applicable to Strata Plan No 64622 and this by-law, the provisions of this by-law shall prevail; and
- (viii) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

PART 3

GRANT OF RIGHT

3.1 Subject to Part 4 of this by-law, the Owner shall have:

- (a) exclusive use and enjoyment of those parts of the common property occupied by the Works; and
- (b) a special privilege to carry out the Works to and on the common property.

PART 4

CONDITIONS

Before commencement

4.1 Before commencing the Works, the Owner must submit the following to the Owners Corporation's building manager, for the Owners Corporation's approval:

- (a) a copy of the consent form at page 8 of this by-law, signed by the Owner;

- (b) details of the proposed dates of commencement and completion of the Works;
- (c) all completed plans for the Works;
- (d) a copy of all certificates of insurances by the Owner's contractor, nominating the Owners Corporation as a beneficiary, including but not limited to:
 - (i) Contractor's All Risk insurance with public liability in the sum of \$20,000,000.00;
 - (ii) Home warranty insurance under the Home Building Act 1989 where applicable;
and
 - (iii) Workers compensation insurance;
- (e) a copy of the licence details and certification of the contractor engaged by the Owner to carry out the Works;
- (f) a copy of any order, consent, permit or approval that may be required by an Authority, including but not limited to any conditions of development consent issued under the Environmental Planning and Assessment Act 1979; and
- (g) upon request by the Owners Corporation, a dilapidation report:
 - (i) in writing;
 - (ii) prepared by a structural engineer who is approved by the Owners Corporation; and
 - (iii) incorporating photographs of all areas of the Building which may be affected by the Works; and
- (h) upon request by the Owners Corporation, a report from a suitably qualified consultant approved by the Owners Corporation setting out the impact of the Works on the structural integrity of the Building.

4.2 At least 48 hours prior to the commencement of the Works, the Owner shall arrange with the Owners Corporation's building manager:

- (a) a nominee who will be responsible for supervising the Works and be contactable in emergencies;
- (b) work methods for the Owner's contractors (where not already contemplated by this by-law);
- (c) suitable times and method for the Owner's contractor to access the Building; and
- (d) suitable times and method for the parking of vehicles by the Owner's contractor whilst the Works are being carried out.

4.3 The Owner shall obtain a Checklist from the Owners Corporation's building manager;

4.4 Ensure the location of all service lines and pipes are known.

Performance of the Works

4.5 In performing the Works, the Owner must:

- (a) transport each item including but not limited to construction materials, equipment and debris in compliance with the reasonable directions of the Owners Corporation;
- (b) protect all areas of the Building, both internal and external to the Lot, from damage:
 - (i) by the Works;
 - (ii) by the transportation of construction material, equipment, debris and other material associated with the Works; and
 - (iii) by the removal of any part of the Works.
- (c) keep all areas of the Building outside the Lot clean and tidy;
- (d) only perform the Works at the following times:
 - (i) for noisy building activities (including, but not limited to, concrete drilling or constant hammering), between 8.00 am and 3.00 pm on Monday to Friday inclusive;
 - (ii) for extremely noisy activities (such as jack hammering and rotary hammer drilling), for two five hour periods in any given week (excluding Saturdays, Sundays and public holidays); and
 - (iii) for any other activities, between 7.30am and 4.00 pm on Monday to Friday (inclusive);
- (e) provide to the Owners Corporation at least 48 hours written notice of any noisy building activity intended to be carried out in relation to the Works;
- (f) not carry out the Works on Sundays and public holidays;
- (g) keep the door to the Lot closed at all times to prevent the egress of dust onto the rest of the Building;
- (h) not damage service lines or pipes or interrupt services to the Building and ensure no waste of any kind is flushed down drains and that no tools are cleaned in the Lot or on common property;
- (i) not damage or interfere with or alter the integrity of any fire safety devices in the Building;
- (j) immediately arrange for the removal of all construction materials and debris from the Building, with no material or debris deposited in the common property garbage chute, bins or skips or on common property areas;
- (k) take all reasonable steps to minimise discomfort, disturbance, obstruction or interference with the use and enjoyment by other occupiers of the Building;

- (l) ensure that the common property is kept clean of any waste created by the Works daily and in accordance with the Owners Corporation's directions;
- (m) comply and ensure that the Owner's contractor complies with all requirements, directions and orders of the Owners Corporation and any Authority;
- (n) ensure that any services required to operate the Works are connected to the Lot's electricity or appropriate supply; and
- (o) not vary the Works without first obtaining the consent in writing of the Owners Corporation.

4.6 The Works shall be carried out:

- (a) in a proper and workmanlike manner;
- (b) in accordance with the provisions of all applicable building codes and standards;
- (c) in accordance with the drawings and specifications approved by an Authority where applicable and the Owners Corporation;
- (d) in accordance with the *Home Building Act 1989* (NSW);
- (e) using materials that are new and fit for the purposes to which those materials are put;
- (f) by appropriately licensed contractors;
- (g) with due diligence and within the time stipulated in this by-law, or if no time is stipulated, within a reasonable time; and
- (h) in a manner so as to result in the Works being reasonably fit for occupation.

Additional conditions

4.7 The Owner must comply with the following additional conditions on account of the respective by-laws applicable to the strata scheme 64622, as particularised below:

- (a) In accordance with by-law 7, in respect to the installation of the stone tiles to the lift area, the Owner must provide to the strata committee the following:
 - (i) all relevant information as to type of underlay the new flooring shall be treated with;
 - (ii) a report from a qualified acoustic engineer that analyses the proposed hard surface flooring, method of installation and the effect on sound transmission including impact noise following information which states that the new flooring as installed will meet the acoustic performance standard

measured in situ for a hard surface floor finish installed in a residential lot that achieves a weighted standard impact sound pressure level with spectrum adaptation term of not greater than 55 dB measured in accordance with ISO 140-7 and rated to ISO 717-2 or.

- (b) in accordance with by-law 7, The new stone tiles referred to above shall not be installed in such a way that comes into contact with a wall or skirting within the Lot; and
- (c) in accordance with by-law 11, the balcony paving shall be installed in a manner in keeping with the external appearance of the Building.
- (d) In regard to the extension of the master bedroom referred to in clause 2.1(h)(x), the re-installed wall/glazing must not encroach on the 1.7 metre balcony space which is uniform to all balconies in the Building.

Completion of the Works

4.8 Upon completion of the Works, the Owner must within 14 days of such completion:

- (a) notify the Owners Corporation in writing that the Works have been completed;
- (b) provide to the Owners Corporation a copy of all certifications for the Works, including but not limited to any warranties, guarantees and trade certifications; and
- (c) upon request by the Owners Corporation, provide to the Owners Corporation a copy of a certification from a suitably qualified consultant or engineer approved by the Owners Corporation, confirming that:
 - (i) the Works have been completed in a satisfactory manner and in accordance with this by-law;
 - (ii) the Works do not adversely affect the operation of any fire safety devices in the Building
 - (iii) all works required to rectify any damage to a lot or to the common property have been completed in a satisfactory manner and in accordance with the terms of this by-law.

4.8.1 More than one engineer or consultant may be engaged to provide confirmation of the items listed under the preceding clause.

Default

4.9 Should the Owner fail to comply with any obligation under this by-law:

- (a) the Owners Corporation may request, in writing, that the Owner complies with the terms of the by-law and the Owner must take all reasonable steps to comply with the Owners Corporation's request;
- (b) without prejudice to any other rights, the Owners Corporation may enter upon the Lot to inspect and to carry out any reasonable work to rectify the Owner's breach of this by-law;
- (c) the Owner shall indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation should the Owners Corporation be required to carry out any work to rectify the Owner's breach of this by-law; and
- (d) the Owners Corporation may recover from the Owner, as a debt in a forum of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt.

Ongoing Responsibilities and Indemnity

4.10 The Owner must:

- (a) carry out all necessary works to restore the affected areas of the common property to its original condition should any part of the Works be removed;
- (b) properly maintain and keep all areas of the common property and those parts of the Lot the subject of this by-law in a state of good and serviceable repair; and
- (c) properly maintain and keep the Works in a state of good and serviceable repair and must repair or replace the Works as required from time to time.

4.11 The Owner must provide the Owners Corporation with access to inspect the Lot from time to time and within 24 hours of any reasonable written request from the Owners Corporation.

4.12 The Works shall remain the property of the Owner.

4.13 The Owner must indemnify the Owners Corporation against any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or to any part of the Building, whether such part being common property or any lot, caused by, arising out of or related to the Works.

Cost of By-law, Approvals and Certification

- 4.14 The Owner shall be responsible for all costs associated with the Works and any work required to be undertaken by the Owners Corporation pursuant to this by-law, including but not limited to:
- (a) the drafting and consideration of this by-law;
 - (b) approving any plans, drawings or other documentation for the Works; and
 - (c) obtaining and considering any certification in relation to the Works.

Bond

- 4.15 Before commencing the Works, the Owner must submit to the Owners Corporation a bond, in the sum of \$1,000.00 or the equivalent to 10% of the cost of the Works up to a maximum of \$10,000.00, whichever is greater.
- 4.16 Upon the Owner's compliance with clauses 4.1 to 4.6 and 4.12 of this by-law, the Owners Corporation shall return the Bond to the Owner, less any amount recoverable by the Owners Corporation under this by-law.
- 4.17 Any amount payable by the Owner under this by-law which exceeds the Bond amount shall be:
- (a) invoiced by the Owners Corporation to the Owner; and
 - (b) payable by the Owner on the date specified on the invoice as due and payable.

END

Appendix A

COMMON PROPERTY RIGHTS

CONSENTS TO BY-LAW 8 | BUILDING WORKS

A1

ORIGINALLY REGISTERED AS CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 38

AS RECORDED IN DEALING AH780092 PER THE ANNUAL GENERAL MEETING OF 4 FEBRUARY 2013

SPECIALLY RESOLVED pursuant to section 52 of the *Strata Schemes Management Act 1996* and bylaw 8 of the Scheme, that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lot 38 – by consent - in respect of the following:

- (A) all tiling, waterproofing membranes and any other fixed floor-coverings contained within the bathrooms of the Lot due to works undertaken to those areas by the owner of the Lot.

The provisions of By-law 8 – Building Works - apply to the work carried out in Lot 38 as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 38 are bound by and must comply with by-law 8.

A2

ORIGINALLY REGISTERED AS CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 52

AS RECORDED IN DEALING AH780092 PER THE ANNUAL GENERAL MEETING OF 4 FEBRUARY 2013

SPECIALLY RESOLVED pursuant to section 52 of the *Strata Schemes Management Act 1996* and bylaw 8 of the Scheme, that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lot 52 – by consent - in respect of the following:

- (A) all tiling, waterproofing membranes and any other fixed floor-coverings contained within the bathrooms of the Lot due to works undertaken to those areas by the owner of the Lot.

The provisions of By-law 8 – Building Works - apply to the work carried out in Lot 52 as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 52 are bound by and must comply with by-law 8.

A3

ORIGINALLY REGISTERED AS CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 119

AS RECORDED IN DEALING AH780092 PER THE ANNUAL GENERAL MEETING OF 4 FEBRUARY 2013

SPECIALLY RESOLVED pursuant to section 52 of the *Strata Schemes Management Act 1996* and bylaw 8 of the Scheme, that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lot 119 – by consent - in respect of the following:

- (A) all tiling, waterproofing membranes and any other fixed floor-coverings contained within the bathrooms of the Lot due to works undertaken to those areas by the owner of the Lot.

The provisions of By-law 8 – Building Works - apply to the work carried out in Lot 119 as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 119 are bound by and must comply with by-law 8.

A4

ORIGINALLY REGISTERED AS CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 58

AS RECORDED IN DEALING AI815123 PER THE ANNUAL GENERAL MEETING OF 26 FEBRUARY 2014

SPECIALLY RESOLVED pursuant to section 52 of the *Strata Schemes Management Act 1996* and bylaw 8 of the Scheme, that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lot 58 – by consent - in respect of the following:

- (A) all works to replace/remove/replace the tiling on the kitchen floor to the Lot, all kitchen cabinetry, cupboards, fixtures and fittings as well as all timber flooring installed to the entry lobby, kitchen area, hallways and bedrooms to the Lot.

The provisions of By-law 8 – Building Works - apply to the work carried out in Lot 58 as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 58 are bound by and must comply with by-law 8.

A5

ORIGINALLY REGISTERED AS CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 69

AS RECORDED IN DEALING AI815123 PER THE ANNUAL GENERAL MEETING OF 26 FEBRUARY 2014

SPECIALLY RESOLVED pursuant to section 52 of the *Strata Schemes Management Act 1996* and bylaw 8 of the Scheme, that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lot 69 – by consent - in respect of the following:

- (A) all tiling, waterproofing and membranes and any other fixed floor coverings contained within the bathrooms of the Lot due to works undertaken to those areas by the owner of the Lot.

- (B) Works to alter the configuration of the Northern balcony sliding doors, frames, glass, tracks, roller locks and any other associated fixture or fitting on the doors due to works undertaken to those areas by the owner of the Lot.

The provisions of By-law 8 – Building Works - apply to the work carried out in Lot 69 as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 69 are bound by and must comply with by-law 8.

A6

ORIGINALLY REGISTERED AS CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 114

AS RECORDED IN DEALING AI815123 PER THE ANNUAL GENERAL MEETING OF 26 FEBRUARY 2014

SPECIALLY RESOLVED pursuant to section 52 of the *Strata Schemes Management Act 1996* and bylaw 8 of the Scheme, that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lot 114 – by consent - in respect of the following:

- (A) all tiling, waterproofing and any other fixed floor coverings contained within the kitchen of the Lot and all tiling installed on the floor of the northern balcony of the Lot due to works undertaken to those areas by the owner of the Lot.

The provisions of By-law 8 – Building Works - apply to the work carried out in Lot 114 as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 114 are bound by and must comply with by-law 8.

A7

ORIGINALLY REGISTERED AS CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 116

AS RECORDED IN DEALING AI815123 PER THE ANNUAL GENERAL MEETING OF 26 FEBRUARY 2014

SPECIALLY RESOLVED pursuant to section 52 of the *Strata Schemes Management Act 1996* and bylaw 8 of the Scheme, that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lot 116 – by consent - in respect of the following:

- (A) all tiling, waterproofing and any other fixed floor coverings contained within the bathrooms of the Lot and due to works undertaken to those areas by the owner of the Lot.
- (B) all works associated with non-structural alterations to the Lot to remove a wall between the lounge area and media room.

The provisions of By-law 8 – Building Works - apply to the work carried out in Lot 116 as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 116 are bound by and must comply with by-law 8.

A8

ORIGINALLY REGISTERED AS CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 122

AS RECORDED IN DEALING AI815123 PER THE ANNUAL GENERAL MEETING OF 26 FEBRUARY 2014

SPECIALLY RESOLVED pursuant to section 52 of the *Strata Schemes Management Act 1996* and bylaw 8 of the Scheme, that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lot 122 – by consent - in respect of the following:

- (A) all works to replace/remove the tiling on the kitchen floor of the Lot as well as all timber flooring installed to the kitchen area of the Lot.

The provisions of By-law 8 – Building Works - apply to the work carried out in Lot 122 as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 122 are bound by and must comply with by-law 8.

A9

ORIGINALLY REGISTERED AS CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 127

AS RECORDED IN DEALING AI815123 PER THE ANNUAL GENERAL MEETING OF 26 FEBRUARY 2014

SPECIALLY RESOLVED pursuant to section 52 of the *Strata Schemes Management Act 1996* and bylaw 8 of the Scheme, that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lot 127 – by consent - in respect of the following:

- (A) all tiling, waterproof membranes and any other fixed floor coverings contained within the bathrooms of the Lot, the bedroom floors and the tiling on the floor of the southern balcony due to works undertaken to those areas by the owner of the Lot.

The provisions of By-law 8 – Building Works - apply to the work carried out in Lot 127 as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 127 are bound by and must comply with by-law 8.

A10

ORIGINALLY REGISTERED AS CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 138

AS RECORDED IN DEALING AK100508 PER THE ANNUAL GENERAL MEETING OF 16 FEBRUARY 2015

SPECIALLY RESOLVED pursuant to section 52 of the *Strata Schemes Management Act 1996* and bylaw 8 of the Scheme, that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lot 138 – by consent - in respect of the following:

- (A) all works associated with the replacement of the single glazed skylights in the bathroom ceilings with double glazed skylights.

The provisions of By-law 8 – Building Works - apply to the work carried out in Lot 138 as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 138 are bound by and must comply with by-law 8.

A11

ORIGINALLY REGISTERED AS CONSENT TO BY-LAW 8 BUILDING WORKS – LOTS 140&141

AS RECORDED IN DEALING AK316950 PER THE ANNUAL GENERAL MEETING OF 15 FEBRUARY 2016

SPECIALLY RESOLVED pursuant to section 52 of the *Strata Schemes Management Act 1996* and bylaw 8 of the Scheme, that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lots 140 & 141 – by consent - in respect of the following:

- (A) all works associated with the installation of parquetry flooring to Lots 140 & 141.

The provisions of By-law 8 – Building Works - apply to the work carried out in Lots 140 & 141 as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 140 & 141 are bound by and must comply with by-law 8.

A12

ORIGINALLY REGISTERED AS CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 28

AS RECORDED IN DEALING AK316950 PER THE ANNUAL GENERAL MEETING OF 15 FEBRUARY 2016

SPECIALLY RESOLVED pursuant to section 52 of the *Strata Schemes Management Act 1996* and bylaw 8 of the Scheme, that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lot 28– by consent - in respect of the following:

- (A) all works associated with the installation of wood flooring to Lot 28.

The provisions of By-law 8 – Building Works - apply to the work carried out in Lot 28 as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 28are bound by and must comply with by-law 8.

A13

ORIGINALLY REGISTERED AS CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 86

AS RECORDED IN DEALING AK316950 PER THE ANNUAL GENERAL MEETING OF 15 FEBRUARY 2016

SPECIALLY RESOLVED pursuant to section 52 of the *Strata Schemes Management Act 1996* and bylaw 8 of the Scheme, that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lot 86– by consent - in respect of the following:

- (A) all works associated with the installation of wood flooring to Lot 86 including the removal of floor tiles from the kitchen and laundry entranceway.

The provisions of By-law 8 – Building Works - apply to the work carried out in Lot 86 as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 86 are bound by and must comply with by-law 8.

A14

ORIGINALLY REGISTERED AS CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 36

AS RECORDED IN DEALING AK316950 PER THE ANNUAL GENERAL MEETING OF 15 FEBRUARY 2016

SPECIALLY RESOLVED pursuant to section 52 of the *Strata Schemes Management Act 1996* and bylaw 8 of the Scheme, that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lot 36– by consent - in respect of the following:

- (A) all works associated with the installation of wood flooring to Lot 36 including the removal of floor tiles from the kitchen and laundry entranceway.

The provisions of By-law 8 – Building Works - apply to the work carried out in Lot 36as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 36 are bound by and must comply with by-law 8.

A15

ORIGINALLY REGISTERED AS CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 130

AS RECORDED IN DEALING AK316950 PER THE ANNUAL GENERAL MEETING OF 15 FEBRUARY 2016

SPECIALLY RESOLVED pursuant to section 52 of the *Strata Schemes Management Act 1996* and bylaw 8 of the Scheme, that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lot 130 – by consent - in respect of the following:

- (A) all tiling, waterproofing membranes and any other fixed floor coverings contained within the kitchen of the Lots, bathrooms of the Lots, laundry areas of the Lot and all tiling installed on the balcony of the Lot due to works undertaken to those areas by the owner of the Lot.

The provisions of By-law 8 – Building Works - apply to the work carried out in Lot 130 as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 130 are bound by and must comply with by-law 8.

A16

ORIGINALLY REGISTERED AS CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 137

AS RECORDED IN DEALING AK316950 PER THE ANNUAL GENERAL MEETING OF 15 FEBRUARY 2016

SPECIALLY RESOLVED pursuant to section 52 of the *Strata Schemes Management Act 1996* and bylaw 8 of the Scheme, that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lot 137– by consent - in respect of the following:

- (A) all works associated with the installation of wood flooring to Lot 137 including the removal of floor tiles from the kitchen and laundry entranceway.

The provisions of By-law 8 – Building Works - apply to the work carried out in Lot 137 as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 137 are bound by and must comply with by-law 8.

A17

CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 16

AS RECORDED IN DEALING AK316950 PER THE ANNUAL GENERAL MEETING OF 27 FEBRUARY 2017

SPECIALLY RESOLVED pursuant to sections 141 and 144 (1) (b) (2) & (3) of the *Strata Schemes Management Act 2015* and Bylaw 8 of the Scheme that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lot 16 – by consent - in respect of the following:

- (A) all works associated with removal of tiles from the kitchen area of the Lot and the installation of timber flooring to the Lot.

The provisions of By-law 8 – Building Works - apply to the work carried out in Lot 16 as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 16 are bound by and must comply with by-law 8.

A18

CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 109

AS RECORDED IN DEALING AK316950 PER THE ANNUAL GENERAL MEETING OF 27 FEBRUARY 2017

SPECIALLY RESOLVED pursuant to sections 141 and 144 (1) (b) (2) & (3) of the *Strata Schemes Management Act 2015* and Bylaw 8 of the Scheme that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lot 109 – by consent - in respect of the following:

- (A) all works associated with removal of and replacement of all tiles from the bathroom of the Lot, installation of membranes and any and all ancillary fixtures.

The provisions of By-law 8 – Building Works - apply to the work carried out in Lot 109 as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 109 are bound by and must comply with by-law 8.

A19

CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 100

AS RECORDED IN DEALING AK316950 PER THE ANNUAL GENERAL MEETING OF 27 FEBRUARY 2017

SPECIALLY RESOLVED pursuant to sections 141 and 144 (1) (b) (2) & (3) of the *Strata Schemes Management Act 2015* and Bylaw 8 of the Scheme that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lot 100 – by consent - in respect of the following:

- (A) all works associated with removal of and replacement of all tiles from the kitchen area of the Lot.

The provisions of By-law 8 – Building Works - apply to the work carried out in Lot 100 as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 100 are bound by and must comply with by-law 8.

A20

CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 37

AS RECORDED IN DEALING AK316950 PER THE ANNUAL GENERAL MEETING OF 26 FEBRUARY 2018

SPECIALLY RESOLVED pursuant to sections 141 and 144 (1) (b) (2) & (3) of the *Strata Schemes Management Act 2015* and Bylaw 8 of the Scheme that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lot 37 – by consent - in respect of the following:

- (A) installation of tiling and membranes to the bathroom of the Lot.

The provisions of By-law 8 – Building Works - apply to the work carried out in Lot 37 as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 37 are bound by and must comply with by-law 8.

A21

CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 47

AS RECORDED IN DEALING AK316950 PER THE ANNUAL GENERAL MEETING OF 26 FEBRUARY 2018

SPECIALLY RESOLVED pursuant to sections 141 and 144 (1) (b) (2) & (3) of the *Strata Schemes Management Act 2015* and Bylaw 8 of the Scheme that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lot 47 – by consent - in respect of the following:

- (A) installation of tiling and membranes to the bathroom of the Lot.

The provisions of By-law 8 – Building Works - apply to the work carried out in Lot 47 as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 47 are bound by and must comply with by-law 8.

A22

CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 100

AS RECORDED IN DEALING AK316950 PER THE ANNUAL GENERAL MEETING OF 26 FEBRUARY 2018

SPECIALLY RESOLVED pursuant to sections 141 and 144 (1) (b) (2) & (3) of the *Strata Schemes Management Act 2015* and Bylaw 8 of the Scheme that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lot 100 – by consent - in respect of the following:

- (A) installation of tiling to the kitchen floor of the Lot.

The provisions of By-law 8 – Building Works - apply to the work carried out in Lot 100 as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 100 are bound by and must comply with by-law 8.

A23

CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 110

AS RECORDED IN DEALING AK316950 PER THE ANNUAL GENERAL MEETING OF 26 FEBRUARY 2018

SPECIALLY RESOLVED pursuant to sections 141 and 144 (1) (b) (2) & (3) of the *Strata Schemes Management Act 2015* and Bylaw 8 of the Scheme that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lot 110 – by consent - in respect of the following:

- (A) installation of hard flooring to the living, bedroom and kitchen areas of the Lot.

The provisions of By-law 8 – Building Works - apply to the work carried out in Lot 110 as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 110 are bound by and must comply with by-law 8.

A24

CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 116

AS RECORDED IN DEALING AK316950 PER THE ANNUAL GENERAL MEETING OF 26 FEBRUARY 2018

SPECIALLY RESOLVED pursuant to sections 141 and 144 (1) (b) (2) & (3) of the *Strata Schemes Management Act 2015* and Bylaw 8 of the Scheme that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lot 116 – by consent - in respect of the following:

- (A) installation of tiling to the kitchen floor of the Lot.
- (B) installation of hard flooring to the Lot.

The provisions of By-law 8 – Building Works - apply to the work carried out in Lot 116 as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 116 are bound by and must comply with by-law 8.

A25

CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 120

AS RECORDED IN DEALING AK316950 PER THE ANNUAL GENERAL MEETING OF 26 FEBRUARY 2018

SPECIALLY RESOLVED pursuant to sections 141 and 144 (1) (b) (2) & (3) of the *Strata Schemes Management Act 2015* and Bylaw 8 of the Scheme that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lot 120 – by consent - in respect of the following:

- (A) works and ancillary works to install a speaker system, into the ceiling of the lounge room of the Lot.

The provisions of By-law 8 – Building Works - apply to the work carried out in Lot 120 as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 120 are bound by and must comply with by-law 8.

A26

CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 133

AS RECORDED IN DEALING AK316950 PER THE ANNUAL GENERAL MEETING OF 26 FEBRUARY 2018

SPECIALLY RESOLVED pursuant to sections 141 and 144 (1) (b) (2) & (3) of the *Strata Schemes Management Act 2015* and Bylaw 8 of the Scheme that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lot 133 – by consent - in respect of the following:

- (A) installation of tiling to the floors to all living areas of the Lot and the main bedroom.

The provisions of By-law 8 – Building Works - apply to the work carried out in Lot 133 as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 133 are bound by and must comply with by-law 8.

A27

CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 104

AS DETERMINED AT THE ANNUAL GENERAL MEETING OF 25 FEBRUARY 2019

SPECIALLY RESOLVED pursuant to sections 108, 141 and 142 of the *Strata Schemes Management Act 2015*, that the Owner of Lot 104 be authorised to alter and to add to the common property by carrying out the works described in the provisions of By-Law 8, *Building Work* - as if the whole of By-law 8 were incorporated and re-stated in this By-Law and that the Owner of Lot 104 is bound by and must comply with By-Law 8 with respect to:

- (A) installation of replacement waterproofing membranes and tiling to the bathrooms of the Lot;
- (B) installation of hard flooring to the living room, dining room, kitchen and hallway to the Lot;
- (C) modification to the internal Lot walls of both bedrooms and the installation of replacement storage and wardrobe joinery;
- (D) replacement of fire sprinkler heads and pipework thereto.

A28

CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 108

AS DETERMINED AT THE ANNUAL GENERAL MEETING OF 25 FEBRUARY 2019

SPECIALLY RESOLVED pursuant to sections 108, 141 and 142 of the *Strata Schemes Management Act 2015* and Bylaw 8 of the Scheme that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lot 108 – by consent - in respect of the following:

- (A) installation of floor tiling to the internal living areas, bedrooms and hallway of the Lot.

The provisions of By-law 8 – Building Works - apply to the work carried out in Lot 108 as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 108 are bound by and must comply with by-law 8.

A29

CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 116

AS DETERMINED AT THE ANNUAL GENERAL MEETING OF 25 FEBRUARY 2019

SPECIALLY RESOLVED pursuant to sections 108, 141 and 142 of the *Strata Schemes Management Act 2015* and Bylaw 8 of the Scheme that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lot 116 – by consent - in respect of the following:

- (A) tiling and waterproofing membranes installed on the floor of both balconies of the Lot..

The provisions of By-law 8 – Building Works - apply to the work carried out in Lot 116 as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 116 are bound by and must comply with by-law 8.

A30

CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 129

AS DETERMINED AT THE ANNUAL GENERAL MEETING OF 25 FEBRUARY 2019

SPECIALLY RESOLVED pursuant to sections 108, 141 and 142 of the *Strata Schemes Management Act 2015* and Bylaw 8 of the Scheme that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lot 129 – by consent - in respect of the following:

- (A) installation of a ceiling hung and floor mounted door track and partition doors between the third bedroom and the living area.

The provisions of By-law 8 – Building Works - apply to the work carried out in Lot 129 as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 129 are bound by and must comply with by-law 8.

A31

CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 132

AS DETERMINED AT THE ANNUAL GENERAL MEETING OF 25 FEBRUARY 2019

SPECIALLY RESOLVED pursuant to sections 108, 141 and 142 of the *Strata Schemes Management Act 2015* and Bylaw 8 of the Scheme that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lot 132 – by consent - in respect of the following:

- (A) removal of all floor tiling to the living, dining, kitchen and bedrooms areas of the Lot and replacement with hard flooring (timber);
- (B) reinstatement of the master bedroom to original location at the northern end of the apartment including installation of wardrobes, partition walls and all other ancillary works thereto;
- (C) replacement of existing kitchen including cupboards and all other ancillary works thereto;
- (D) installation of replacement membranes and tiling to the bathrooms of the Lot and all other ancillary works thereto;
- (E) installation of replacement membranes and tiling to the laundry of the Lot and all other ancillary works thereto.

The provisions of By-law 8 – Building Works - apply to the work carried out in Lot 132 as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 132 are bound by and must comply with by-law 8.

A32

CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 138

AS DETERMINED AT THE ANNUAL GENERAL MEETING OF 25 FEBRUARY 2019

SPECIALLY RESOLVED pursuant to sections 108, 141 and 142 of the *Strata Schemes Management Act 2015* and Bylaw 8 of the Scheme that the Owners Corporation Strata Plan 64622 grant Exclusive Use and Special Privilege to Lot 138 – by consent - in respect of the following:

- (A) installation of replacement membranes and tiling to the bathrooms of the Lot and all other ancillary works thereto.

The provisions of By-law 8 – Building Works - apply to the work carried out in Lot 138 as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of Lot 138 are bound by and must comply with by-law 8.

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 theday of20...

DATED thisday of20 .

...../.....

Signatures of lot Owner/s

Annexure B

Licence Agreement(s)