



# ALTAIR

**3 Kings Cross Road, Rushcutters Bay NSW**

## **By-laws**

*March 2020*

## Table of Contents

<b>Bylaw No.</b>	<b>Title</b>
1.	Dictionary
2.	About the by-laws
3.	Your behaviour
4.	You are responsible for others
5.	Your Lot
6.	Floor coverings in your Lot
7.	Renovations to your Lot – General procedure
8.	Building works
9.	Cleaning windows in your Lot
10.	Drying your laundry
11.	What you may keep on your balcony
12.	Maintaining the garden in Lots 4, 5, 6, 7, 8, 9, 10, 11 and 12
13.	Keeping an animal
14.	Erecting a sign
15.	Signage Lots 140 and 141
16.	Fire control
17.	Moving and delivering stock, furniture and goods
18.	Parking on Common Property
19.	Using the loading dock
20.	Using the carwash bays
21.	Licences, common area use and You
22.	Hours of operation for Commercial Lots
23.	Exclusive use of the Residential Garbage Room
24.	Exclusive use of the Commercial Garbage Room
25.	Exclusive use of Air Conditioning Equipment
26.	Installation of Air Conditioning Equipment on the roof
27.	Damage to Common Property including gardens
28.	Exclusive use of the Lap Pool and Gym
29.	Exclusive use of the Grease Traps
30.	Exclusive use of the Signage Area

31.	Damage to Common Property
32.	Insurance premiums
33.	Security at Altair
34.	Security keys
35.	Letting and Planning Compliance
36.	Use and occupancy of your Lot
37.	Car Spaces and Parking Generally
38.	Controlling traffic in Common Property
39.	Agreement with the Building Manager
40.	Rules
41.	Consents by the Owners Corporation
42.	Failure to comply with by-laws
43.	Applications and complaints
44.	Fixtures
45.	Despatch of notices electronically
46.	Exclusive Use of Common Property and Works Affecting Lots 140 & 141 (2007)
47.	Exclusive Use of Common Property and Works Affecting Lots 140 & 141 (2011)
48.	Granting Licences over Common Property
49.	Lot 101, Use of Visitor Parking Space number 6
50.	Altair Statement of Purpose
51.	Timber flooring within Lots
52.	Light fittings in Lots
53.	Past Works Lot 11
54.	Air-conditioner and Works Affecting Lots 140 & 141 (2016)
55.	Installation of Awning Lot 140
56.	Internet Vectoring
57.	Installation of Awning Lot 138
58.	Child window safety devices
59.	Works to Lot 138 (Apt 1901):

## Appendix A

Consents to Bylaw 8

A1 to A39

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 1 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 services
- and continuously comply (and ensure that contractors and any persons involved in doing the Building Work comply) with the **Building Manager's** reasonable requirements and directions; and
- (g) deliver the **Bond** to the **Building Manager**.

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

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

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

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

- (b) within the time stipulated, lodge any necessary building alteration plan with the appropriate **Government Agency**; and
- (c) in the case of Building Work involving removal of a non-structural or non-load bearing wall or walls, acknowledge that the **Owners Corporation** is not required to re-instate any such wall or walls in the future; and
- (d) in the case of Building Work involving waterproofing, weatherproofing or interference with an existing waterproofing membrane (or which should affect or include waterproofing, weatherproofing or interference with an existing waterproofing membrane in the 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:

<b>Column 1 Lot No.</b>	<b>Column 2 Exclusive Use</b>	<b>Column 3 Special Privilege</b>
138	Exclusive Use of area "A" shown on the <b>Concept Plan</b>	Special privileges to, at the cost of the <b>Owner</b> :  install and keep <b>Air Conditioning Equipment</b> in area "A"; and  connect <b>Air Conditioning Equipment</b> installed on area "A" through <b>Common Property</b> to <b>Lot 138</b>
139	Exclusive use of area "B" shown on the <b>Concept Plan</b>	Special privileges to, at the cost of the <b>Owner</b> :  install and <b>keep Air Conditioning Equipment</b> in area "A"; and  connect <b>Air Conditioning Equipment</b> installed on area "A" through <b>Common Property</b> to <b>Lot 139</b>

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 **Air Conditioning Equipment**.

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 **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 **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 **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 power-points 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 BY\_LAWS**

### **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 parquet 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 28** are 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 36** as 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 RECORDED IN DEALING AP377124 PER 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 RECORDED IN DEALING AP377124 PER 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 RECORDED IN DEALING AP377124 PER 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 RECORDED IN DEALING AP377124 PER 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 RECORDED IN DEALING AP377124 PER 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 RECORDED IN DEALING AP377124 PER 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.

---

## **A33**

### **CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 104**

AS DETERMINED AT THE ANNUAL GENERAL MEETING OF 3 MARCH 2020

**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 104** – by consent - in respect of the following:

- (A) removal of the plasterboard ceiling lining to the lounge, dining room and bedroom areas of the **Lot**.

The provisions of By-law 8 – **Building Works** - apply to the work carried out in **Lot 104** as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of **Lot 104** are bound by and must comply with by-law 8.

---

## **A34**

### **CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 97**

AS DETERMINED AT THE ANNUAL GENERAL MEETING OF 3 MARCH 2020

**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 97** – by consent - in respect of the following:

- (A) Installation of hard flooring to the **Lot** (timber)
- (B) installation of replacement membranes and tiling to the bathrooms of the **Lot** and all other ancillary works thereto;
- (C) removal of the plasterboard ceiling lining to the lounge, dining room and bedroom area.

The provisions of By-law 8 – **Building Works** - apply to the work carried out in **Lot 97** as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of **Lot 97** are bound by and must comply with by-law 8.

---

## **A35**

### **CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 23**

AS DETERMINED AT THE ANNUAL GENERAL MEETING OF 3 MARCH 2020

**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 23** – by consent - in respect of the following:

- (A) Installation of hard flooring to the **Lot**.

The provisions of By-law 8 – **Building Works** - apply to the work carried out in **Lot 23** as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of **Lot 23** are bound by and must comply with by-law 8.

---

## **A36**

### **CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 26**

AS DETERMINED AT THE ANNUAL GENERAL MEETING OF 3 MARCH 2020

**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 26** – by consent - in respect of the following:

- (A) installation of hard flooring to the **Lot** (timber).
- (B) installation of replacement membranes and tiling to the bathroom of the **Lot** and all other ancillary works thereto.
- (C) tiling and waterproofing membranes to the **balcony** of the **Lot**.

The provisions of By-law 8 – **Building Works** - apply to the work carried out in **Lot 26** as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of **Lot 26** are bound by and must comply with by-law 8.

---

## **A37**

### **CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 96**

AS DETERMINED AT THE ANNUAL GENERAL MEETING OF 3 MARCH 2020

**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 96** – by consent - in respect of the following:

- (A) installation of tiling to the bathroom shower recesses 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 96** as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of **Lot 96** are bound by and must comply with by-law 8.

---



**A38**

**CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 118**

AS DETERMINED AT THE ANNUAL GENERAL MEETING OF 3 MARCH 2020

**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 118** – by consent - in respect of the following:

- (A) installation of hard flooring to the **Lot** (timber);
- (B) tiling and waterproofing membranes installed on the floor of both balconies of the **Lot**.
- (C) 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 118** as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of **Lot 118** are bound by and must comply with by-law 8.

---

**A39**

**CONSENT TO BY-LAW 8 BUILDING WORKS – LOT 136**

AS DETERMINED AT THE ANNUAL GENERAL MEETING OF 3 MARCH 2020

**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 136**– by consent - in respect of the following:

- (A) installation of hard flooring to the **Lot** (timber);
- (B) tiling and waterproofing membranes installed on the floor of both balconies of the **Lot**.
- (C) 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 136** as if the whole of by-law 8 were incorporated and re-stated in this by-law and the Owners of **Lot 136** are bound by and must comply with by-law 8.

---

# Consent form

**CONSENT FORM Strata Plan No. 64622**

Consent to exclusive use, special privilege by-law and **Common Property** rights by-law

To: The Secretary  
The Owners – Strata Plan No. 64622

And: The Registrar General  
Dept of Lands (Land & Property Management Authority)  
Queens Square  
SYDNEY NSW 2000

I,..... being the registered **Owner** of **Lot** in Strata Plan No. 64622, hereby consent to the making of this special by-law conferring rights concerning **“Building Works”** in strata plan no. 64622, such by-law having been passed by special resolution of the **Owners Corporation** on the .....day of .....20...

DATED this .....day of .....20 .

...../.....

Signatures of **Lot** .... **Owner/s**

**Annexure B**

**Licence Agreement(s)**