

By-Laws for the Residential Scheme at The Élan

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1. Dictionary

Meaning of words

1.1 The by-laws use specialised words and expressions. This by-law explains what they mean. Words and expressions this by-law does not explain have the same meaning as they do in the Act.

1.2 In the by-laws:

Act is the Strata Schemes Management Act 1996 (NSW)

Architectural Code is the architectural code for The Élan made under the Strata Management Statement. The Architectural Code helps to maintain the architectural integrity of The Élan.

Building Management Committee is the building management committee established and maintained under the Strata Management Statement and required by the Act.

Building Manager is the person appointed by the Owners Corporation under by-law 38 and any other person the Owners Corporation appoints to replace them.

by-laws are the by-laws in force for the Residential Scheme.

Commercial Owners Corporation is the owners corporation for the Commercial Scheme.

Commercial Scheme is strata scheme no.

Common Property is:

- (a) common property in the Residential Scheme; and
- (b) the Owners Corporation's personal property.

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

lot is a lot in the Residential Scheme.

owner is:

- (a) the owner for the time being of a lot in the Residential Scheme;
- (b) if a lot is subdivided or re-subdivided, the owners for the time being of the new lots; and
- (c) for a by-law granting exclusive use and special privileges of Common Property, the owner(s) of the lot(s) benefiting from the by-law.

Owners Corporation is the owners corporation for the Residential Scheme

Recreational Facilities are the Common Property facilities on level 5 of the Residential Scheme including the billiard room, swimming pool, spa, sauna, gymnasium, lounge and television room and the terrace.

Residential Scheme is strata scheme no.

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

Strata Management Statement is the strata management statement registered with the strata plans for the Residential Scheme and the Commercial Scheme. It explains the joint rights and obligations of the Owners Corporation and the Commercial Owners Corporation.

Strata Manager is the person appointed by the Owners Corporation as its strata managing agent. If there is no Strata Manager, it means the secretary of the Owners Corporation.

The Élan is the structures comprising the Residential Scheme and the Commercial Scheme.

You is an owner, occupier or mortgagee in possession of a lot in the Residential Scheme.

Interpreting the by-laws

1.3 In the by-laws 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) the word “person” includes an individual, a firm, a body corporate, an incorporated association or an authority;
- (e) the expression “third party” includes a person who is not an owner; and
- (f) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns.

1.4 A consent under the by-laws must be given in writing by the relevant party.

1.5 The singular includes the plural and vice versa.

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

2. About the Residential Scheme

2.1 The residential Scheme is part of the development known as The Élan. The development has two components:

- (a) the Residential Scheme; and
- (b) the Commercial Scheme.

2.2 The Strata Management Statement deals with the issues affecting both the Residential Scheme and the Commercial Scheme. See by-law 5 for more information.

3. How do the by-laws work?

3.1 The by-laws regulate the day to day management and operation of the Residential Scheme. They are an essential document for the Owners Corporation and everyone who owns or occupies a lot in the Residential Scheme.

3.2 The by-laws are designed to maintain the quality of the Residential Scheme and protect the unique life style enjoyed by owners and occupiers. They operate to enhance everyone's use and enjoyment of their home and Common Property.

4. Who must comply with the by-laws?

4.1 You must comply with the by-laws if you:

- (a) own a lot in the Residential Scheme;
- (b) occupy or lease a lot in the Residential Scheme; or
- (c) are a mortgagee In possession of a lot in the Residential Scheme.

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

5. The Strata Management Statement

5.1 The Strata Management Statement deals with the management and operational issues that affect the Residential Scheme and the Commercial Scheme.

5.2 The Strata Management Statement is an important document. It contains rules (in addition to these by-laws) with which you and the Owners Corporation must comply about important issues like:

- (a) the Architectural Code for The Élan; and
- (b) using the loading dock on level 4.

5.3 A consent under the by-laws does not relieve you or the Owners Corporation from obligations to obtain consents under the Strata Management Statement.

6. Your behaviour

6.1 You must not:

- (a) make noise or behave in a way that might unreasonably 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;

- (c) smoke cigarettes, cigars or pipes while you are on Common Property or allow smoke from them to enter Common Property;
- (d) obstruct a person's legal use of Common Property;
- (e) do anything in the Residential Scheme that is illegal; or
- (f) do anything that might damage the good reputation of the Residential Scheme.

6.2 You must be adequately clothed when you are on Common Property.

6.3 You must not allow children under 12 who are in your care to:

- (a) play on Common Property inside the Residential Scheme (other than in the Recreational Facilities according to by-law 20) ; or
- (b) unless an adult exercising effective control is with them, be in an area of Common Property that is dangerous to children (eg the carpark or swimming pool).

7. You are responsible for others

General obligations

7.1 You must:

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

7.2 If you lease or licence your lot, you must:

- (a) take all reasonable steps to ensure your tenant or licensee and their visitors comply with the by-laws and the Strata Management Statement; and
- (b) take all action available to you, including action under the lease or licence agreement, to make them comply or leave the Residential Scheme.

7.3 You must not allow another person to do anything that you cannot do under the by-laws or the Strata Management Statement.

Special obligations about parking

7.4 Visitor parking, including the expected arrival time and length of stay of the visitor, must be booked in advance by the resident or lot occupant with the Concierge. A visitor is a bona fide

guest or invitee of an owner or occupier, but does not include an occupier or an employee or contractor of an owner or occupier. (For the purpose of this by-law, a contractor is a person retained under contract for and in the conduct of a business of a lot owner or occupier).

7.5 Your visitors may park in the Common Property visitors car parking spaces on level 3 east. To help ensure maximum and efficient use of the visitors' car parking spaces, you must ensure your visitors:

- (a) after they have parked their vehicle and before they proceed to your lot, advise the Owners Corporation:
 - i. which visitors car parking space they have used;
 - ii. the make and registration number of their vehicle;
 - iii. the name of the person they are visiting; and
 - iv. how long they expect to leave their vehicle parked in the visitors car parking space;
- (b) advise the Owners Corporation immediately before they leave the visitors car parking space; and
- (c) remove cars parked overnight by 08:00 am Monday to Friday, and by 10:00am Saturday, Sunday and public holidays unless the Owners Corporation authorises a longer stay.

7.6 Visitors for 3 or more consecutive nights require a parking permit issued by the Concierge to be displayed through the windscreen.

7.7 The Owners Corporation may appoint another person (e.g. the Building Manager) to perform its functions under by-law 7.4. If this happens, you must ensure that your visitors give the necessary information to that person.

7.8 If visitors fail to adhere to the visitors' car park rules as set out in this by-law or as otherwise instructed by the Concierge, the visitor parking privileges of the relevant lot may be removed for a period of up to four weeks, renewable for repeated infringements of rules.

7.9 Residents and occupants of all lots must not park in a visitor space, or give access to visitors to park in a visitor space, unless authorised to do so by the Concierge. Residents and lot occupants who attempt to use the visitors' car park in this way without authorisation will

- (a) on the first occasion, be warned by the concierge;
- (b) on the second occasion, be reported to the strata manager for a warning letter;
- (c) on the third occasion, have the car park access program removed from their security swipes for up to one month, renewable for repeated infringements of the rules, and also receive a letter of compliance from the strata manager; and;

- (d) on a fourth or subsequent occasion, have the strata manager address the matter with the CTTT.

7.10 Residents and lot occupants who are found to be speeding in the car park will be subject to the same penalties.

8. Your lot

General requirement

8.1 You must:

- (a) keep your lot clean and tidy and in good repair and condition;
- (b) properly maintain and replace an installation or alteration made under the by-laws that services your lot whether or not you made the installation or alteration;
- (c) notify the Owners Corporation if you change the use of your lot in a way that might affect insurance premiums for the Residential Scheme or The Élan; and
- (d) at your expense, comply with all laws about your lot including, without limitation, requirements of South Sydney Council and Government Agencies.

8.2 You must have consent from the Owners Corporation to store things in your car space.

8.3 You must not:

- (a) operate electronic equipment or a device which interferes with domestic appliances;
or
- (b) install or operate an intruder alarm with an audible signal.

Special requirements in the Architectural Code

8.4 There are important provisions in the Architectural Code about the appearance of The Élan including, but not limited to:

- (a) keeping things in your lot that can be seen from outside the lot and are not in keeping with the appearance of The Élan;
- (b) installing bars, screens, grilles, security locks or other safety devices that are visible from outside your lot; and
- (c) attaching or hanging aerials or wires outside The Élan.

8.5 You must:

- (a) comply with the provisions in the Architectural Code about the appearance of The Élan; and

- (b) obtain necessary consents under the Architectural Code before you alter the appearance of The Élan in any way.

9. Floor coverings in your lot

- 9.1** An owner must keep floors in their lot covered or treated to stop the transmission of noise that might unreasonably disturb another owner or occupier. However, this does not apply to floors in the entrance foyer, kitchen, bathroom, laundry or lavatory of the lot.
- 9.2** An occupier must not remove or interfere with floor coverings or treatments in their lot that help to stop the transmission of noise that might unreasonably disturb another owner or occupier.

10. Curtains and blinds

- 10.1** Window coverings (eg curtains, blinds or louvers) in your lot must be of a colour and design approved by the Owners Corporation.
- 10.2** The colours and designs approved by the Owners Corporation must:
 - (a) be uniform when viewed from outside the Residential Scheme; and
 - (b) comply with the Architectural Code.

11. Cleaning windows in your lot

- 11.1** You must clean the glass in windows and doors of your lot (even if they are Common Property). You do not have to clean windows and doors that you cannot safely access.
- 11.2** The Owners Corporation may resolve to clean the glass in some or all of the glass windows and glass doors in the Residential Scheme. If the Owners Corporation resolves to clean glass on the boundary of your lot, you are excused from your obligation to clean that glass.

12. Drying your laundry

You must not hang laundry, bedding or other articles on the balcony or terrace of your lot or in an area that is visible from outside The Élan.

13. How to dispose of your garbage

- 13.1** You must:
 - (a) drain and securely wrap in tied plastic bags of appropriate size small volumes of household garbage and put them in the garbage chute on your level of the Residential Scheme;
 - (b) place large items of household garbage in the large general garbage skip on level 4;

- (c) place all recyclable material - as designated by the City of Sydney Council - in the recycling bins on level 4.

13.2 You must not:

- (a) leave garbage on Common Property;
- (b) put bottles or glass in the garbage chute;
- (c) put liquids in the garbage chute;
- (d) put items that weigh more than 2.5 kilograms in the garbage chute;
- (e) put boxes or large items in the garbage chute that might block it;
- (f) put newspapers in the garbage chute; or
- (g) put cat litter in the garbage chute, even if bagged or wrapped.

13.3 You must not place garbage, boxes, packing materials or similar rubbish:

- (a) on Common Property;
- (b) in your car space; or
- (c) in the Commercial Scheme.

13.4 If you fail to comply with any obligation under this by-law, the Owners' Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) recover the costs from the owner or occupier as a debt due;
- (c) the costs referred to in 13.4(b) may be included, by way of reference to that debt, in the levy register (maintained in accordance with clause 8 of the Strata Schemes Management Regulation 2010) for the lot in the circumstances in which those costs have resulted in the failure of the owner to comply with this by-law; and
- (d) the owner and occupier acknowledge and agree that any such debt, if not paid at the end of one (1) month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate, and interest will form part of that debt.

14. Keeping an animal

14.1 You must not keep an animal in your lot or on common property. However, you may keep a guide dog or a hearing dog if you need the dog because you are visually or hearing impaired.

14.2 You must not allow your visitors to bring animals into the Residential Scheme unless they are guide dogs or hearing dogs.

14.3 Notwithstanding 14.1, any resident who owned an animal that lived in “The Élan” as at 22 March 2013, may keep that animal provided it was registered with the Concierge staff by 15 April 2013, by the provision of the following details:

- ❖ type of animal and breed where known
- ❖ age of animal at date of registration
- ❖ name of animal
- ❖ photo of animal
- ❖ owner’s details
- ❖ if the animal is an officially trained assistance dog, evidence of this.

The owner of the animal may not, however, replace the registered animal with a different animal for any reason.

14.4 The owner or occupier must do all acts and things necessary to ensure a registered animal does not cause a nuisance or hazard to any owner or occupier or unreasonably interfere with the use or enjoyment of lots or the common property.

14.5 Owners of animals who exit and enter the building with the animals are required to use the Level 4 access points and not move through the main entrance lobby with their pets. All animals must be carried or transported by a suitable alternative means while in common property areas, until they reach the car park or an exterior area.

14.6 The owner or occupier will be responsible for cleaning all areas of a lot or common property that are soiled by the animal.

14.7 The owner and/or occupier remain liable for any damage to a lot or common property arising out of the keeping of the animal and shall indemnify and shall keep indemnified the Owners’ Corporation against any costs or losses arising out of or in connection with the keeping of the animal including any damage to any person, lot or common property and any costs of high pressure water cleaning.

14.8 Subject to clause 14.11, if an owner or occupier does not comply with any obligation under this by-law, the Owners’ Corporation may (at its absolute discretion) revoke any approval given under this by-law or otherwise and give notice of such revocation to the owner or occupier.

14.9 If any approval to keep an animal under this by-law or otherwise is revoked by the Owners’ Corporation, then the owner or occupier shall remove the animal within 7 days from the date that a written notice is given to the owner or occupier by the Owners’ Corporation.

14.10 Any approval given by the Owners’ Corporation under clause 14.1 may contain any reasonable conditions approved by the Owners’ Corporation at the time the consent is given.

14.11 Any consent under this by-law can be modified, amended, revoked or rescinded by a meeting of the Owners’ Corporation (or Executive Committee).

15. Keeping flammable materials

15.1 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 the requirements and guidelines of Government Agencies.

15.2 You must not keep flammable materials on Common Property.

15.3 The Owners Corporation may keep flammable materials on Common Property:

- (a) for use in connection with the management, operation, cleaning, repairs and maintenance of the Residential Scheme; and
- (b) only in reasonable quantities.

16. Fire control

16.1 You and the Owners Corporation must comply with laws about fire control.

16.2 You must not:

- (a) interfere with fire safety equipment; or
- (b) obstruct fire stairs or fire escapes.

17. Displaying a sign

17.1 You and the Owners Corporation must comply with the requirements about signs in the Architectural Code. See the Strata Management Statement for more information.

17.2 You must have consent under the Strata Management Statement to display a sign or advertisement.

18. The terraces and balconies of your lot

18.1 You may keep planter boxes, pot plants, landscaping, occasional furniture and outdoor recreational equipment on the terrace or balcony of your lot only if it:

- (a) complies with the Architectural Code;
- (b) is a type approved by the Owners Corporation;
- (c) will not cause damage; and
- (d) is not dangerous.

18.2 The Owners Corporation may require you, at your cost, to remove items from the terrace or balcony of your lot and replace them so that the Owners Corporation may inspect, maintain, repair or replace Common Property.

19. Planter boxes on the terrace or balcony of your lot

19.1 If there is a planter box on the terrace or balcony of your lot, you must:

- (a) keep the types of plants in the planter box approved by the Owners Corporation;
- (b) comply with the Architectural Code;
- (c) properly maintain the soil and plants in the planter box; and
- (d) when you water the planter box, make sure no water goes onto Common Property or another lot.

19.2 You must not use planter boxes in a way that will:

- (a) damage Common Property or another lot; or
- (b) create a nuisance or hazard.

19.3 The Owners Corporation may require you, at your cost, to remove and replace soil and plants in your planter box so that the Owners Corporation may inspect, maintain, repair or replace Common Property.

20. Using the Recreational Facilities

20.1 You and your visitors may use the Recreational Facilities on level 5. You must accompany your visitors when they use the Recreational Facilities.

20.2 You may use the Recreational Facilities only during the hours nominated by the Owners Corporation.

20.3 You must make sure that an adult exercising effective control accompanies children under 12 who are in your care when the children use the Recreational Facilities.

20.4 You must not:

- (a) bring glass objects, drinking glasses or sharp objects into the Recreational Facilities; or
- (b) run, be noisy or do anything that might be dangerous while you are in the Recreational Facilities.

20.5 You must have consent from the Owners Corporation to:

- (a) bring food or drink into the Recreational Facilities. However, you may bring non-alcoholic drinks in shatter proof containers into the Recreational Facilities without consent;

- (b) hold parties or other functions in the Recreational Facilities; or
- (c) interfere with, operate or adjust the settings of equipment in the Recreational Facilities. However, you may operate and adjust the settings of equipment in the gymnasium according to the manufacturer's instructions.

21. Parking on Common Property

Subject to the requirements in the Strata Management Statement about using the carwash bay and the loading dock, you must have consent from the Owners Corporation to park or stand a vehicle on Common Property.

22. Using the Carwash Bay

The Owners Corporation and the Commercial Owners Corporation share use of the carwash bay on level 4 of The Élan. The Strata Management Statement has important provisions about using the carwash bay. You and the Owners Corporation must comply with those provisions.

23. Using the loading dock

The Owners Corporation and the Commercial Owners Corporation share use of the loading dock on level 4 of The Élan. The Strata Management Statement has important provisions about using the loading dock. You and the Owners Corporation must comply with those provisions.

24. Moving furniture and goods

24.1 You must :

- (a) comply with the provisions in the Strata Management Statement about using the loading dock if you move furniture and goods through the Residential Scheme;
- (b) make arrangements with the Owners Corporation at least 48 hours before you move furniture or goods through the Residential Scheme;
- (c) move furniture and goods through the Residential Scheme according to the instructions of the Owners Corporation;
- (d) comply with the reasonable requirements of the Owners Corporation; and
- (e) use the goods lift (with protective wall blankets fitted) to move furniture or goods.

24.2 The Owners Corporation may appoint another person (eg the Building Manager) to perform its functions under this by-law. If this happens, you must make your arrangements with that person and comply with their instructions and reasonable requirements.

25. Building works and alterations (amended)

25. Building works and alterations

When does this by-law apply?

25.1 This by-law applies if you want to:

- (a) do building work in the Residential Scheme;
- (b) do work to services in the Residential Scheme;
- (c) enclose or erect any structure in your car space; or
- (d) alter the structure of your lot.

When consent is not required - Cosmetic Work

25.2 You do not need consent from the Owners Corporation to do cosmetic work or make cosmetic alterations to the interior of Common Property structures enclosing your lot. Cosmetic work includes but is not limited to:

- (a) installing or replacing hooks, nails or screws for hanging paintings and other things on internal walls of an apartment
- (b) installing or replacing handrails
- (c) painting
- (d) filling minor holes and cracks in internal walls
- (e) laying carpet, subject to special by-law 7: Carpet Works
- (f) installing or replacing built-in wardrobes
- (g) installing or replacing internal blinds and curtains
- (h) installing or replacing a hot water tank
- (i) removing or replacing a laundry sink and taps
- (j) superficial changes in bathrooms that do not involve the waterproofing or any excavation into common property walls to change plumbing installations
- (k) installing or changing non-recessed light fittings
- (l) any other work prescribed by the Strata Scheme Management Regulations.

25.3 Even if you do not need consent from the Owners Corporation to do the work or alteration, you must comply with the relevant requirements of sections 25.12, 25.13 and 25.15.

When is consent required?

- 25.4** You must have consent from the Owners Corporation to do building work or alterations that will:
- (a) affect Common Property (unless by-law 25.2 applies); or
 - (b) affect Common Property services or services for the exclusive use of another lot.

Minor Works

- 25.5** The following building work or alterations are considered minor works requiring authorisation from the Owners Corporation:
- (a) renovating a kitchen, for which special by-law 10: Works Over Tiled Areas may apply
 - (b) renovating a bathroom in a way that does not involve waterproofing and is not covered by section 25.2
 - (c) installing or changing recessed light fittings
 - (d) installing or replacing wood or other hard floors, for which special by-law 4: Hard Flooring Work and special by-law 10: Works over Tiled Areas may apply
 - (e) installing or replacing wiring or cabling or power or access points
 - (f) work involving reconfiguring walls, unless they are load-bearing walls, for which section 25.7 of this by-law applies
 - (g) removing or replacing the air conditioning unit
 - (h) installing double or triple glazed windows
 - (i) erecting a storage cage on a parking space, unless the proposed construction involves a floor space above the level of parking, requiring the construction of steps to enter it
 - (j) any other work prescribed by the Strata Scheme Management Regulations.

- 25.6** Consent for minor works may be given by the Strata Committee on behalf of the Owners Corporation. If the Strata Committee considers that a By-law is required to provide for the ongoing maintenance of Common Property affected by the renovation, it may refer a request to a general meeting for approval by a special resolution in accordance with section 108 of the Strata Schemes Management Act 2015.

Major Works

- 25.7** The following building work or alterations to common property are considered major works (i.e. non-cosmetic and non-minor works) requiring authorisation from the Owners Corporation:

- (a) work involving structural changes, including changes to load-bearing walls, for which by-law 26 applies
- (b) work that changes the external appearance of a lot, for which special by-law 10: Works Over Tiled Areas and special By-Law 11: Balcony Doors and Windows may apply
- (c) work involving waterproofing or the plumbing or exhaust system of the building, for which special by-law 10: Works Over Tiled Areas may apply
- (d) work for which consent or another approval is required under any Act in addition to the Strata Scheme Management Act
- (e) work that is authorised by a Common Property rights by-law, including special by-law 11: Balcony Doors and Windows
- (f) erecting a storage cage on a parking space when the proposed construction involves a floor space above the level of parking, requiring the construction of steps to enter it
- (g) any other work prescribed by the Strata Scheme Management Regulations.

25.8 Consent for major works must be given by a special resolution passed by the Owners Corporation that specifically authorises the taking of the action proposed.

- (a) The special resolution may specify whether the ongoing maintenance of the common property altered or affected by the work being approved will be your responsibility.
- (b) Before a special resolution which transfers responsibility for ongoing maintenance for a part of the common property to you may be passed:
 - (i) you must provide your consent to the making of a by-law to provide for the maintenance by you of the common property, and
 - (ii) the by-law must be prepared.
- (c) The Owners Corporation may require you to pay for the preparation of the by-law and its registration with Government authorities.

25.9 If you require a general meeting to be held specifically to enable the consideration of a resolution to approve proposed major works, the cost of holding that general meeting will be your responsibility.

Procedures for doing work

25.10 No approval for Minor or Major Works will be granted until after your and your contractor has signed the Renovation Agreement.

25.11 The amenity of all residents of The Elan is of paramount importance in the consideration of any proposed works within the building. There may be a need to limit the number of works

that can occur in the building at any one time due to pressure on the facilities within the building.

- 25.12** All works and alterations you do in The Elan must comply with the Architectural Code where relevant.
- 25.13** The Owners Corporation may appoint another person to perform its functions under section 25.14 (e.g. the Building Manager). If this happens, you must make your arrangements with that person and comply with their reasonable instructions.
- 25.14** Before you do work or alterations under this by-law, you must:
- (a) obtain necessary consents from the Owners Corporation, provide the relevant information as set out in the Renovation Agreement and accept that;
 - (i) the Owners Corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so;
 - (ii) the Owners Corporation may engage a consultant, expert, tradesperson or other appropriately qualified person to assist it review your application, in which case you may be required to pay the reasonable costs of the Owners Corporation incurred in considering or approving your application;
 - (iii) the Owners Corporation may approve your application with or without conditions or may withhold approval, but it must not act unreasonably when doing so;
 - (iv) you must comply with any conditions which the Owners Corporation issues as part of its approval and the conditions contained in this by-law;
 - (b) obtain necessary consents under the Strata Management Statement;
 - (c) obtain necessary consents from Government Agencies;
 - (d) if requested by the owners corporation, pay a bond to the owners corporation to cover any damage to common property; the bond will be determined from time to time by the owners corporation and specified in the Renovation Agreement; the bond for minor works will be no more than half of the bond for major works; minor electrical work such as installing or changing recessed light fittings and installing or replacing power points does not require the payment of a bond;
 - (e) arrange with the Owners Corporation a suitable time and means by which to bring building materials and equipment into the Residential Scheme;
 - (f) comply with the reasonable requirements of the Owners Corporation about the time and means by which you bring building materials and equipment into the Residential Scheme;

- (g) ensure that contractors and any persons involved in doing the work or alterations comply with the reasonable requirements of the Owners Corporation about the time and means by which they must access the Residential Scheme;
- (h) ensure that contractors and any persons involved in doing the work or alterations meet with the Building Manager for induction into the site and completion of a contractor's undertaking form before commencing any work in your lot; and
- (i) if requested by the Owners Corporation, provide a dilapidation report (which must include photographs) concerning the areas of the building the Owners Corporation requires to be included in that report.

25.15 If you do building works or alterations under this by-law, you must:

- (a) find out where service lines and pipes are located before commencing any work and not damage service lines or pipes or interrupt services;
- (b) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation and under the Strata Management Statement;
- (c) make certain that the work is completed in accordance with any specifications for it and complies with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail);
- (d) make sure the work is carried out with due diligence and is completed as soon as practicable from the day of completion;
- (e) do the work to the reasonable satisfaction of the Owners Corporation and Government Agencies;
- (f) comply with all states, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works and the requirements of the local council concerning the works;
- (g) ensure the work is carried out only between the hours of 8:00am to 5:00pm Monday to Friday and that percussion tools and noisy equipment such as jack hammers and tile cutters are used only between 9:00am and 3:30pm and that at least 72 hours' notice is given to the Building Manager to enable him/her to notify occupiers of the building likely to be disturbed by the noise before the use of any such tools and equipment;
- (h) protect all areas of the building outside your apartment which are affected by the works from damage, dirt, dust and debris relating to the work;
- (i) clean any part of the common area affected by the work on a daily basis and keep those areas clean and tidy during the work;

- (j) ensure any debris and rubbish associated with or generated by the work is removed from the building strictly in accordance with the reasonable directions of the Owners Corporation;
- (k) make sure that no building materials are stored in a common area; and (l) repair any damage you (or persons doing the work on your behalf) cause to Common Property or the property of an owner or occupier.

25.16 After the work you must:

- (a) notify the Owners Corporation that the works have been completed and give the Owners Corporation nominee (which may be a consultant) access to your apartment to inspect the works on reasonable notice;
- (b) if required by the Owners Corporation, give the Owners Corporation a report from a duly qualified building consultant or expert addressed to the Owners Corporation certifying that the works have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards;
- (c) properly maintain the work and keep it in a state of good and serviceable repair and, where necessary, renew or replace any part of the work;
- (d) ensure that any equipment forming part of the work does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using the common area;
- (e) indemnify and keep indemnified the Owners Corporation against actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the work or the altered state or use of any of the common areas arising from the work or your breach of this by-law;
- (f) comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the work and the requirements of the local council concerning the work.

25.17 The Owners Corporation is not required to maintain, renew, replace or repair any item of work done in accordance with by-laws 25 and 26. In the light of the obligations imposed on you in by-laws 25 and 26 to maintain, renew, replace or repair any item of work done by you, the Owners Corporation has specially resolved not to maintain any of the work undertaken by you, provided that its decision does not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme, in which case it will carry out all necessary works and recover the cost from you.

Breach of this By-law

25.18 If you breach any condition of this by-law and fail to rectify the breach within 14 days of service of a written notice from the Owners Corporation requiring rectification of the breach (or such period as specified in the notice), then the Owners Corporation may:

- (a) rectify the breach;
- (b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act, for the purpose of rectifying the breach; and
- (c) recover as a debt due from you the costs of the rectification and the expenses of the Owners Corporation incurred in recovering those costs, including legal costs, on an indemnity basis.

25.19 Nothing in section 25.16 restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

26. Load bearing walls (amended)**26. Load-bearing and non-load-bearing walls**

26.1 You must have consent from the Owners Corporation in accordance with by-law 25 to alter or remove a wall, whether load-bearing or non-load-bearing.

26.2 If you wish to undertake work on a wall under by-law 25.5, you must provide certification from a licensed builder or a structural engineer that the wall is non-load-bearing and that you or the certifier accepts full responsibility for any consequences of the removal of the wall.

26.3 If the wall to be altered or removed is a load-bearing wall, you agree to obtain and implement the recommendations of a structural engineer regarding what work needs to be done to preserve the structural integrity of the building.

26.4 If you change a wall under this by-law, you agree that the provisions of by-law 25 apply and that, if relevant, you will comply with section 19 of the Strata Schemes Development Act 2015 (NSW) and lodge any necessary building alteration plan with the Registrar General.

27. Exclusive use of air conditioning systems**Exclusive use areas and special privileges**

27.1 The owners of each lot have

- (a) a special privilege to connect to and use the Common Property condenser water and distribution system; and

- (b) exclusive use and enjoyment of Common Property air conditioning plant exclusively servicing their lot. Air condition plant includes cables, conduits, pipes, wires and ducts.

The owners obligations

27.2 Each owner must:

- (a) maintain, repair and replace air conditioning plant which exclusively services their lot;
- (b) use contractors approved by the Owners Corporation to maintain, repair and replace air conditioning plant which exclusively services their lot;
- (c) pay the Owners Corporation according to metered readings of condenser water used by their air conditioning plant (or according to another criteria adopted by the Owners Corporation);
- (d) comply with Government Agencies requirements about air conditioners and air conditioning plant;
- (e) repair damage to Common Property caused by exercising rights under this by-law; and
- (f) indemnify the Owners Corporation against all claims and liability caused by exercising rights under this by-law.

Obligations of the Owners Corporation

27.3 The Owners Corporation must give owners regular accounts for their costs under this by-law. The Owners Corporation may:

- (a) include the account in notices for an owner's administrative fund contributions; and
- (b) require the owner to pay the costs in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

27.4 The Owners Corporation may:

- (a) have agreements with another person (eg the Building Manager) about the operation of air conditioning plant. The agreements may have provisions about owners paying administration fees to the other person;
- (b) require owners to pay the Owners Corporation a bond. The Owners Corporation may apply the bond towards costs the owner fails to pay under this by-law; and
- (c) discontinue the supply of condenser water to a lot if the owner has not paid the Owners Corporation costs under this by-law. The Owners Corporation does not have to reinstate the condenser water supply until the owner pays the costs.

28. Installing communications equipment

Exclusive use areas and special privileges

28.1 The owner of lot 279 has:

- (a) for the purpose of transmitting and receiving signals for radio, television, telecommunications or similar services, the sole right to erect and keep communications aerials, towers and other communication equipment on lot 279 and in Common Property airspace above and adjacent to lot 279;
- (b) a special privilege to install and maintain in Common Property cables, conduits, pipes and ancillary equipment to operate the communications aerial or tower;
- (c) exclusive use of the Common Property communication duct that exclusively services lot 279; and
- (d) exclusive use of any part of Common Property into which the communications aerial or tower extend.

The owner's rights and obligations

28.2 The owner may:

- (a) attach cables, conduits, pipes and ancillary equipment to things outside the Residential Scheme;
- (b) make minor alterations to Common Property to install cables, conduits, pipes and ancillary equipment; and
- (c) have agreements with third parties about exercising its rights under this by-law.

28.3 The owner must:

- (a) make installations and do work under this by-law in a proper manner;
- (b) cause as little disturbance as possible to Common Property and owners and occupiers when it exercises rights under this by-law;
- (c) obtain the necessary consents from Government Agencies to install and operate the communication aerial or tower;
- (d) properly maintain, repair and, where necessary, replace the communication aerial or tower and cables, conduits, pipes and ancillary equipment;
- (e) properly maintain, repair and, where necessary, replace the cables, conduits, pipes and ancillary equipment installed by the owner under this by-law;
- (f) properly maintain, repair and replace the part of Common Property where the communication aerial or tower is installed (including structural maintenance, repairs and replacements);

- (g) repair damage to Common Property caused by exercising rights under this by-law; and
- (h) indemnify the Owners Corporation against all claims and liability caused by exercising rights under this by-law.

Obligations of the Owners Corporation

28.4 The Owners Corporation must ensure its representative under the Strata Management Statement obtains the consent of the owner before voting in favour of any change to the Strata Management Statement which may detrimentally affect the exercise of rights under this by-law.

Ending this by-law

28.5 The owner may surrender their rights under this by-law by giving the Owners Corporation a written notice that the rights and special privileges are finished.

29. Repealed

30. Exclusive use of the entrances to some lots

Exclusive use areas and special privileges

30.1 Subject to the terms of this by-law, the owners of the lots in column 1 have:

- (a) exclusive use of the Common Property in column 2 adjacent to their lot numbers; and
- (b) the special privileges in column 3 adjacent to their lot numbers.

Column 1	Column 2	Column 3
Lots 118 & 119	Exclusive use of the Common Property on level 16 shown on the Strata Plan as "area for exclusive use of lots 118 and 119".	Special privileges to: <ul style="list-style-type: none"> • enclose the exclusive use area; and • install a gate or door in the exclusive use area which may be secured.
Lots 208 & 209	Exclusive use of the Common Property on level 28 shown on the Strata Plan as "area for exclusive use of lots 208 and 209".	Special privileges to: <ul style="list-style-type: none"> • enclose the exclusive use area; and • install a gate or door in the exclusive use area which may be secured.
Lots 250 & 251	Exclusive use of the Common Property on level 34 shown on the Strata Plan as "area for exclusive use of lots 250 and 251".	Special privileges to: <ul style="list-style-type: none"> • enclose the exclusive use area; and • install a gate or door in the exclusive use area which may be secured.

Lots 257 & 258	Exclusive use of the Common Property on level 35 shown on the Strata Plan as “area for exclusive use of lots 257 and 258”.	Special privileges to: <ul style="list-style-type: none"> • enclose the exclusive use area; and install a gate or door in the exclusive use area which may be secured.
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The owners’ rights and obligations

30.2 The owners must:

- (a) obtain consent from the Owners Corporation about the colour and type of materials used for the enclosure, gate or door;
- (b) ensure that the enclosure, gate or door is installed in a proper manner and that its appearance is in keeping with the surrounding Common Property;
- (c) obtain necessary consents from Government Agencies to install the enclosure, gate or door;
- (d) properly maintain and replace the enclosure, gate or door;
- (e) properly maintain the exclusive use area (but not structural maintenance);
- (f) use qualified tradespeople to install, maintain and replace the enclosure, gate or door and to maintain the exclusive use area;
- (g) at the owner’s cost, give the Owners Corporation access to the exclusive use area to maintain and replace Common Property;
- (h) comply with by-laws 25.8 and 25.9
- (i) repair damage to Common Property caused by exercising their rights under this by-law;
- (j) comply with section 14 of the Strata Schemes (Freehold Development) Act 1973 (NSW) and lodge any necessary building alteration plan with the Registrar General; and
- (k) indemnify the Owners Corporation against all claims and liability caused by exercising rights under this by-law or using the exclusive use area.

Special obligations for some owners

- 30.3** If the owner of lots 208 and 209 or the owners of lots 250 and 251 exercise their rights under this by-law they must:

- (a) remove the Common Property door in their exclusive use area which leads to the communications duct which exclusively services lot 179; and
- (b) close the opening left by the door so that access cannot be gained to the communications duct from the exclusive use area.

Obligations of the Owners Corporation

30.4 The Owners Corporation must make structural repairs to and replace the exclusive use area excluding:

- (a) items installed in the exclusive use area by the owners; or
- (b) the Common Property door leading to the communications duct exclusively serving lot 179 (or the materials used by the owner to close the opening left by the door).

Ending this by-law

30.5 The owner of lots 118 and 119 and the Owners Corporation agree that the owner's exclusive use rights and special privileges will terminate if the same person does not own lots 118 and 119.

30.6 The owner of lots 208 and 209 and the Owners Corporation agree that the owner's exclusive use rights and special privileges will terminate if the same person does not own lots 208 and 209.

30.7 The owner of lots 250 and 251 and the Owners Corporation agree that the owner's exclusive use rights and special privileges will terminate if the same person does not own lots 250 and 251.

30.8 The owner of lots 257 and 258 and the Owners Corporation agree that the owner's exclusive use rights and special privileges will terminate if the same person does not own lots 257 and 258.

30.9 If an owner's exclusive use rights and special privileges terminate, the owner:

- (a) agrees to remove the enclosure, gate or door and restore the exclusive use area to the same condition as the surrounding areas of Common Property;
- (b) agrees to reinstate the Common Property door in their exclusive use area which leads to the communications duct which exclusively services lot 179; and
- (c) consents to the Owners Corporation repealing the part of this by-law that applies to their lots.

31. Exclusive use for lots 277 and 278

Exclusive use areas and special privileges

31.1 The owners of the lots in column 1 have:

- (a) exclusive use of the Common Property in column 2 adjacent to their lot numbers;
- (b) the special privileges in column 3 adjacent to their lot numbers.

Column 1	Column 2	Column 3
Lot 277	Exclusive use of the Common Property airspace between: <ul style="list-style-type: none"> • the upper boundary of lot 277; and • the under surface of the floor slab on level 39. 	Special privileges to: <ul style="list-style-type: none"> • construct ceiling structures in the exclusive use area; and • install lights and similar facilities in the exclusive use area.
Lot 278	Exclusive use of the Common Property airspace between: <ul style="list-style-type: none"> • the upper boundary of lot 278; and • the under surface of the floor slab on level 39. 	Special privileges to: <ul style="list-style-type: none"> • construct ceiling structures in the exclusive use area; and • install lights and similar facilities in the exclusive use area.

31.2 The exclusive use areas do not include:

- (a) Common Property pipes, wires, cables or ducts located in the exclusive use areas; or
- (b) pipes, wires, cables or ducts located in the exclusive use areas which are for the exclusive use of other lots.

The owner's rights and obligations

31.3 The owners must:

- (a) obtain necessary consents from Government Agencies to install ceiling structures and other items in their exclusive use area;
- (b) properly maintain and replace all structures and other items they install in their exclusive use area;
- (c) properly maintain their exclusive use area (but not structural maintenance);
- (d) use qualified tradespeople to install, maintain and replace the structures and other items in their exclusive use area;
- (e) at the owner's cost, give the Owners Corporation access to the exclusive use area to maintain and replace Common Property;
- (f) comply with by-laws 25.8 and 25.9;

- (g) repair damage to Common Property caused by exercising their rights under this by-law;
- (h) comply with section 14 of the Strata Schemes (Freehold Development) Act 1973 (NSW) and lodge any necessary building alteration plan with the Registrar General; and
- (i) indemnify the Owners Corporation against all claims and liability caused by exercising rights under this by-law or using the exclusive use area.

Rights and obligations of the Owners Corporation

31.4 The Owners Corporation may install pipes, wires, cables and ducts in the exclusive use areas if this is necessary for the proper and efficient operation of Common Property.

31.5 The Owners Corporation must:

- (a) make structural repairs to and replace the exclusive use areas (but not the items installed by the owners).
- (b) maintain, repair and replace:
 - (i) Common Property pipes, wires, cables or ducts located in the exclusive use areas; and
 - (ii) if required by the Act or the by-laws, pipes, wires, cables or ducts located in the exclusive use areas which are for the exclusive use of other lots.

32. Licences to use Common Property

32.1 In addition to its powers under the Act, the Owners Corporation has the power to grant licences to owners and occupiers to use parts of Common Property.

32.2 Licences the Owners Corporation grants under this by-law may include provisions about, but need not be limited to:

- (a) the term of the licence;
- (b) the permitted uses of the licensed area;
- (c) the maximum number of persons allowed in the licenced area;
- (d) insurances the licensee must effect; and
- (e) cleaning and maintaining the licensed area.

32.3 The Owners Corporation may exercise its powers under this by-law only by ordinary resolution at a properly convened general meeting.

33. Damage to Common Property

33.1 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; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by you, persons doing work in the Residential Scheme on your behalf or your visitors.

33.2 You must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property or personal property of the Owners Corporation;
- (b) use Common Property as your own garden;
- (c) remove anything from Common Property that belongs to the Owners Corporation; or
- (d) interfere with the operation of Common Property equipment (subject to by-law 20 about using equipment in the gymnasium).

33.3 You must not bring heavy items into the Residential Scheme that might cause structural damage to The Élan.

34. Insurance premiums

34.1 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.

34.2 If the Owners Corporation gives you consent under this by-law, it may make conditions that, without limitation, require you to reimburse the Owners Corporation for increased premiums. If you do not agree with the conditions the Owners Corporation may refuse its consent.

34.3 The Strata Management Statement has additional requirements about your obligations for insurances. You must comply with those requirements.

35. Security in the Residential Scheme

35.1 Security systems in The Élan are a shared facility under the Strata Management Statement. For this reason, the Owners Corporation must liaise with the Building Management Committee before it installs or changes security systems or equipment in the Residential Scheme.

- 35.2** The Owners Corporation must take reasonable steps to:
- (a) stop intruders coming into the Residential Scheme; and
 - (b) prevent fires and other hazards.
- 35.3** The Owners Corporation may install and operate in Common Property audio visual security cameras and other audio visual surveillance equipment for the security of the Residential Scheme.
- 35.4** You must not:
- (a) interfere with security cameras or surveillance equipment; or
 - (b) do anything that might prejudice the security or safety of the Residential Scheme.
- 35.5** You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

36. Restricting access to Common Property

- 36.1** Security of The Élan is important to all owners and occupiers. To maintain an integrated security system, the Strata Management Statement regulates security issues and the use of security equipment (eg the provision of Security Keys).
- 36.2** Subject to the Strata Management Statement, the Owners Corporation may:
- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a lot;
 - (b) restrict access to Recreational Facilities;
 - (c) restrict by Security Key your access to levels in the Residential Scheme where you do not own or occupy a lot; and
 - (d) allow the Building Manager and security personnel to use part of Common Property to operate or monitor security of the Residential Scheme. The Owners Corporation may exclude you from using these parts of Common Property.
- 36.3** Subject to the Strata Management Statement, the Owners Corporation may close off or restrict access to Common Property facilities if this will help to control and administer those facilities.
- 36.4** Requirements about the provision and use of Security Keys are in the Strata Management Statement. You and the Owners Corporation must comply with those requirements.

37. Agreement with the Strata Manager

The Owners Corporation must appoint and retain under section 27 of the Act the same strata manager the Building Management Committee appoints under the Strata Management Statement.

38. Agreement with the Building Manager

Purpose of the agreement

38.1 In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into an agreement with a Building Manager to provide management and operational services for the Residential Scheme.

Terms of the agreement

38.2 The agreement may have provisions about the rights of the Owners Corporation and the Building Manager to terminate the agreement early.

38.3 The Building Manager's remuneration under the agreement will be the amount determined by the Owners Corporation having regard to the duties which the Building Manager will perform during the term of the agreement.

The Building Manager's duties

38.4 The Building Manager's duties may include:

- (a) caretaking, supervising and servicing Common Property;
- (b) providing and supervising the cleaning, repair, maintenance, renewal or replacement of Common Property and personal property of the Owners Corporation;
- (c) supervising Owners Corporation employees and contractors;
- (d) supervising the Residential Scheme generally; and
- (e) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Residential Scheme.

38.5 The Building Manager must comply with instructions from the Owners Corporation about performing its duties.

39. The Building Manager and you

You must not:

- (a) interfere with or stop the Building Manager performing its duties or exercising its rights under its agreement with the Owners Corporation; or
- (b) interfere with or stop the Building Manager using Common Property that the Owners Corporation permits the Building Manager to use.

40. Repealed

41. Rules

- 41.1** The Owners Corporation may make rules about the security, control, management, operation, use and enjoyment of the Residential Scheme and, in particular, the Recreational Facilities.
- 41.2** Rules made by the Owners Corporation must not conflict with the Strata Management Statement.
- 41.3** The Owners Corporation may add to or change the rules at any time.
- 41.4** You must comply with the rules.

42. Services provided by the Owners Corporation

- 42.1** The Owners Corporation has the power to supply services to each lot in the Residential Scheme including, but not limited to, cold water, air conditioning condenser water, telephone, television and other communications.
- 42.2** The Owners Corporation may have agreements with third parties (eg the Building Manager) about the installation, operation, maintenance, repair and replacement of services.
- 42.3** The Owners Corporation may make agreements with owners and occupiers about paying for services supplied under this by-law.

43. Consents by the Owners Corporation

- 43.1** Unless a by-law states otherwise, consents under the by-laws may be given by:
- (a) the Owners Corporation at a general meeting; or
 - (b) the executive committee of the Owners Corporation at a meeting of the executive committee.
- 43.2** The Owners Corporation or its executive committee may make conditions when it gives you consent to do things under the by-laws. You must comply with the conditions.
- 43.3** The Owners Corporation or its executive committee may revoke their consent if this is practicable.

44. Rights of the Owners Corporation if you do not comply with by-laws

- 44.1** The Owners Corporation may do anything on or in your lot that you should have done under the by-laws but which you have not done or have not done properly.
- 44.2** 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 its costs for doing the work.

44.3 The Owners Corporation may recover any money you owe it under the by-laws as a debt.

44.4 The powers of the Owners Corporation under this by-law are in addition to those it has under the Act.

45. Applications and complaints

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

Special By-law 1: Licence for Telecommunication Facilities on Roof

1. Definitions

- (i) The following terms are defined to mean:

"Telecommunication Licence" means the licensing of part or parts of the common property for the installation of Telecommunication Equipment.

"Telecommunication Equipment" means all equipment (including cabling) necessary to facilitate the reception, modulation and transmission of electronic signals.

2. Additional General Functions

- (ii) The owners corporation in addition to the powers and authorities conferred upon it by or under the strata scheme (and without limiting the generality), shall have the power and authority to effect, undertake, allow or permit the following:

- (a) the power to grant Telecommunication Licences on terms and conditions approved by the owners corporation from time to time;
- (b) the power to install and/or permit the installation of the Telecommunication Equipment in the common property; and
- (c) the power to enter lots to install, repair or replace the Telecommunication Equipment or any part of the Telecommunication Equipment on the same terms as prescribed in section 65 of the Strata Schemes Management Act 1996.

3. Additional Specific Functions

- (iii) The owners corporation will have the following additional specific powers:

- (a) to enter into licence agreements with

- A. Optus Mobile Pty Limited; and
- B. AAPT Limited

to allow each telecommunications carrier to install such plant, equipment, fixtures and facilities as necessary (and as agreed) to operate their telecommunications base station from the rooftop of the building of the strata scheme; and

- (b) to authorise the strata managing agent to execute such licence agreement on behalf of the owners corporation, draft copies of which are exhibited at this meeting and attached to the minute book marked "Exhibit 1" and "Exhibit 2", whereby the strata managing agent and solicitor for the owners corporation are further authorised to make such amendments to the licence agreements as are considered by them in the interests of the owners corporation; and
- (c) to authorise the strata managing agent to execute agreements on behalf of the owners corporation giving Optus Mobile Pty Limited and AAPT Limited access to the rooftop of the building pending finalisation of the said licence agreements.

Amended Special By-law 4: Flooring Work

Special By-Law No. 4 - Hard Flooring Works

A. Definitions

- (i) In the by-law, the following terms are defined to mean:

“Flooring Works” mean alterations and additions undertaken by Owners to remove the existing carpet on the lower boundary of their respective lot and replace it with hard or timber flooring (including all ancillary structures), or to replace any form of hard flooring previously installed by an Owner. It does not mean replacement of tiles in kitchens, bathrooms, laundries or entrance halls when those rooms remain in their original location but the definition applies if those rooms are relocated to be fully or substantially above rooms in the unit below that are not kitchens, bathrooms, laundries or entrance halls.

“Owners” mean each of the owners of lots in strata plan no. 55773.

- (ii) 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 the Act.

B. Scope of By-Law

- (iii) Owners must not undertake or keep any Flooring Works except in accordance with this by-law.

Obligations of Owners – Maintenance and Cost

- (iv) In respect of their lot, Owners must:
- a) properly maintain and keep Flooring Works in a state of good and serviceable repair and must replace the Flooring Works (or any part of them) as required from time to time; and
 - b) bear the costs of maintenance and repair of the Flooring Works.

Documentation

- (v) In respect of their Flooring Works, Owners must submit to the Owners Corporation the following documents relating to the Flooring Works:
- a) plans and drawings;
 - b) structural diagrams (if any);
 - c) specifications, including but not limited to, relating to sound absorbency and type of flooring as follows:-
 - The floor-ceiling system incorporating the hard floor finish must provide an in-situ floor impact performance of FIIC 70 (Field Impact Insulation Class).
 - The above performance shall be tested in accordance with the ASTM E1007-97 Standard Test Method for Field Measurement of Tapping Machine Impact Sound Transmission Through Floor-Ceiling Assemblies and Associated Support Structures, and the rating determined in accordance with ASTM E 989 Classification for determination of Impact Insulation Class (IIC). Alternative corresponding ISO test Standards and ratings can be used, in which case FIIC is derived from $L'_{n,w}$ (the Weighted normalized impact sound pressure level) by subtracting from 110.
 - d) Evidence that a suitable sound absorbent barrier is provided under the Flooring Works, using one of the products held on a register held by the Building Managers;
 - e) Any other documentation reasonably required by the Owners Corporation.

Approvals

- (vi) Before commencing their Flooring Works Owners must obtain written approval for the performance of the Flooring Works from:
- a) the Executive Committee or an Acoustic Consultant nominated by the Owners Corporation.
 - b) any relevant statutory authority whose requirements apply to the Flooring Works.

Insurance

- (vii) Before commencing their Flooring Works Owners must effect the following insurances in the joint names of the respective owner and Owners Corporation:

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

Performance of Works

- (viii) In performing Flooring Works, Owners 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 scheme outside their respective lot from damage by the Flooring Works or the transportation of construction materials, equipment or debris;
 - c) keep all areas of the building outside their respective lot clean and tidy throughout the performance of the Flooring Works;
 - d) only perform the Flooring Works at the times approved by the Owners Corporation;
 - e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - f) remove all debris resulting from the Flooring Works immediately from the building; and
 - g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Flooring Works.

Liability

- (ix) Owners will be liable for any damage caused to any part of the common property as a result of the erection or attachment of their Flooring Works to the common property and will make good that damage immediately after it has occurred.

Indemnity

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

Statutory Directions

- (xi) In performing their Flooring Works Owners must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owners' servants, agents and contractors.

Owners' Fixtures

- (xii) The Flooring Works shall remain the respective Owners' fixture.

Removal

- (xiii) The Owners Corporation may require Owners to permanently remove the Flooring Works and restore the lower boundary of their lot to its original form in carpet (or as nearly as practicable) at their own cost if resultant noise from their Flooring Works causes disturbance to surrounding lot owners (in the reasonable opinion of the Owners Corporation) in which case the relevant Owner will undertake all works necessary to comply with the Owners Corporation's directions.

Right to Remedy Default

- (xiv) If Owners fails to comply with any obligations 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 work; and
 - c) recover the costs of carrying out that work from the defaulting Owner.

Special By-law 5:**1. Type of by-law**

This is by-law made in accordance with s65A of the Management Act. This by-law may only be amended by special resolution of the Owners Corporation and with written consent of the Owner.

2. Definitions

In these by-laws, these terms (in any form) mean:

Authorised Person means an employee, contractor, servant or agent of the Owner.

Authority means an authority of any kind and includes local government, semi government and federal and state government authorities.

Building Works means those alterations to the Common Property generally depicted by the Plans, being:

- (a) Replacement of existing doors to tenancy with new frameless glass doors. Level 4

- (b) Installation of new windows between tenancy and lobby space.
- (c) Installation of new frameless glass doors to tenancy. Level 1

Lots where used in this by-law means Lot 280 in the Strata Plan

Management Act means the Strata Schemes Management Act 1996 (NSW)

Owner where used in this by-law means the owner of the Lots. Where there is more than one owner of the Lot, the expression includes each of those owners jointly and severally.

Owners Corporation means the owners corporation of the Strata Scheme.

Plans means the plans, drawing No's 1, 2 & 3 dated 11/2005 prepared by Arquitectonico, and the drawing A.101 dated 30.10.06 prepared by Pohio Adams PTY LTD

Strata Plan means the strata plan registered number 55773

Strata Scheme means the strata scheme constituted on registration of the Strata Plan.

3. Rights

The Owner is authorised:

- (a) To alter the Common Property and make additions to the Common Property by carrying out the Building Works;
- (b) To permit any Authorised Person to carry out the Building Works; and
- (c) To install services, pipes, ducts, conduits and other items in the Common Property to the extent necessary to carry out the Building Works.

4. Access to Common Property

The Owner is authorised to access all relevant parts of the Common Property for the purposes of carrying out the Building Works.

5. Maintenance Obligations

To the extent the Building Works, when completed, are attached to or form part of the Common Property and to the extent any services, pipes, ducts and other items are attached to or installed in Common Property, the Owner is responsible for the ongoing maintenance and repair of those parts of the Common Property.

6. Obligations when carrying out Building Works

- (a) When carrying out the Building Works, the Owner must:
 - (i) ensure the works are carried out in a proper and workmanlike manner;
 - (ii) use only qualified and where appropriate, licensed tradesmen;

- (iii) ensure all relevant insurances are in place and if requested by the Owners Corporation provide it with copies of those insurances;
 - (iv) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
 - (v) cause as little disturbance as is practicable to the other owners and occupiers of other lots in the Strata Scheme;
 - (vi) ensure no damage is done to any service lines or services installed in the building, or if damage is caused, immediately make good that damage;
 - (vii) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
 - (viii) ensure that no damage is caused to the property of any other owner or occupier of another lot in the Strata Scheme, or if damage is caused, immediately make good that damage; and
 - (ix) notify the Owners Corporation of the estimated commencement and termination dates of the Building Works.
 - (x) Comply with the reasonable requirements of the Owners Corporation notified in writing to the Owner.
- (b) Prior to commencing of the Building Works, the Owner must procure the consent of all relevant Authorities and must obtain all relevant insurances in connection with carrying out the Building Works and if requested by the Owners Corporation provide it with copies of those insurances.
- (c) On completion of the Building Works the Owner must ensure:
- (i) all rubbish and debris caused by the Building Works is removed from the Building; and
 - (ii) the Common Property in the vicinity of the Building Works is left clean and tidy.
- (d) The Owner must ensure the completed Building Works complies with the requirements of all relevant laws and Authorities and does not result in the Owners Corporation breaching any law or the requirements of any Authority

7. Indemnity

The owner agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses and expenses incurred by the Owners Corporation arising out of damage to or injury to property or persons as a result of carrying out the Building Works.

Special By-law 6: Building Works

36.1 Type of by-law

This is a by-law made in accordance with s65A of the Management Act and with the consent of the registered proprietor of Lots 231 & 232 as is evidenced by his execution of the Minutes of the meeting at which this By-law is adopted and the Form 15BC Change of By-laws and shall be of no effect unless the Form 15BC is so executed. This by-law may only be amended by a special resolution of the Owners Corporation and with the written consent of the Owner.

36.2 Definitions

In these by-laws, these terms (in any form) mean:

Authorised Person means any employee, contractor, servant or agent of the Owner.

Authority means an authority of any kind and includes local government, semi-government and federal and state government authorities.

Building Works means those alterations to the Common Property depicted by the Plans, being:

- (a) Proposed alterations & additions (existing plan) shown on drawing TP- 1.1.1 by Schulberg Demkiw dated 2 April 2008
- (b) Proposed alterations & additions (demolition plan) shown on drawing TP-1.2.1 by Schulberg Demkiw dated 2 April 2008
- (c) Proposed alterations & additions (proposed plan) shown on drawing TP-1.3.1 by Schulberg Demkiw dated 2 April 2008
- (d) Proposed alterations & additions (proposed carspace plan) shown on drawing TP-1.4.1 by Schulberg Demkiw dated 2 April 2008

Lots where used in this by-law, means Lots 231 and 232 in the Strata Plan.

Management Act means the Strata Schemes Management Act 1996 (NSW). Owner, where used in this by-law, means the owner of the Lots. Where there is more than one owner of the Lots, the expression includes each of those owners jointly and severally.

Owners Corporation means the owners corporation of the Strata Scheme.

Plans means the plans marked exhibit "A" at the meeting of the Owners Corporation at which the resolution passing this by-law was made and a reduced copy of which is attached hereto.

Strata Plan means strata plan registered number 55773.

Strata Scheme means the strata scheme constituted on registration of the Strata Plan.

36.3 Rights

The Owner is authorised:

- (a) to alter the Common Property and make additions to the Common Property by carrying out the Building Works;
- (b) to permit any Authorised Person to carry out the Building Works; and
- (c) to install services, pipes, ducts, conduits and other items in the Common Property to the extent necessary to carry out the Building Works.

36.4 Access to Common Property

The Owner is authorised to access all relevant parts of the Common Property for the purposes of carrying out the Building Works and to store on the relevant parts of the Common Property materials, sheds and other relevant items for such reasonable period of time as may be necessary to carry out the Building Works.

36.5 Maintenance Obligations

To the extent the Building Works, when completed, are attached to or form part of the Common Property and to the extent any services, pipes, ducts and other items are attached to or installed in Common Property, the Owner is responsible for the ongoing maintenance and repair of those parts of the Common Property.

36.6 Obligations when carrying out Building Works

- (a) When carrying out the Building Works, the Owner must:
 - (i) ensure the works are carried out in a proper and workmanlike manner;
 - (ii) use only qualified and where appropriate, licensed tradesmen;
 - (iii) ensure all relevant insurances are in place and if requested by the Owners Corporation provide it with copies of those insurances;
 - (iv) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
 - (v) cause as little disturbance as is practicable to other owners and occupiers of other lots in the Strata Scheme and, in particular, provide 3 days' notice of any works involving the use of jackhammers or similar equipment
 - (vi) Use of jackhammers and similar equipment is only to be operated during the hours of 10 am to 4 pm Monday to Friday.
 - (vii) ensure no damage is done to any service lines or services installed in the building, or if damage is caused, immediately make good that damage;
 - (viii) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;

- (ix) ensure no damage is caused to the property of any other owner or occupier of another lot in the Strata Scheme, or if damage is caused, immediately make good that damage;
 - (x) notify the Owners Corporation of the estimated commencement and termination dates of the Building Works; and
 - (xi) comply with the reasonable requirements of the Owners Corporation notified in writing to the Owner.
- (b) Prior to commencing of the Building Works, the Owner must procure the consent of all relevant Authorities and must obtain all relevant insurances in connection with carrying out the Building Works and if requested by the Owners Corporation provide it with copies of those insurances.
- (c) On completion of the Building Works, the Owner must ensure:
- (i) all rubbish and debris caused by the Building Works is removed from the Building; and
 - (ii) the Common Property in the vicinity of the Building Works is left clean and tidy.
- (d) The Owner must ensure the completed Building Works complies with the requirements of all relevant laws and Authorities and does not result in the Owners Corporation breaching any law or the requirements of any Authority.
- (e) The Owner must, upon the adoption of this By-law and progressively thereafter as the documents are obtained, obtain and provide to the Owners Corporation:
- (i) all plans, specifications, certificates (other than certificates of title for lots), diagrams and other documents (including policies of insurance) obtained or received by the owner or lessor and relating to the parcel or building; and
 - (ii) without limiting paragraph (i), all development consents, complying development certificates and related endorsed plans, “as built” drawings, compliance certificates (within the meaning of the Environmental Planning and Assessment Act 1979), fire safety certificates and warranties obtained or received by the owner or lessor and relating to the parcel or any building, plant or equipment on the parcel.

36.7 Indemnity

The Owner agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses and expenses incurred by the Owners Corporation arising out of damage to or injury to property or persons as a result of carrying out the Building Works

Special By-law 7: Carpet Works

1. Definitions

- (a) In this by-law:

"Carpet Works" means the removal by an Owner of existing flooring in their Lot including, without limitation, the existing carpet, hard or timber flooring or tiles and installation of new carpet (including installation of underlay and all ancillary works).

"New Carpet" means the carpet (and the underlay and all ancillary works) installed pursuant to the Carpet Works.

- (b) References to "carpet" in this by-law include carpet tiles and any other soft floor covering.
- (c) Where any terms used in this by-law are defined in the Act, they will have the same meaning as those words are attributed in under the Act.

2. Scope of law

- (a) Without limiting the operation of any other by-law applicable to their Lot: an Owner must not undertake any Carpet Works except in accordance with this by-law so as not to disturb the peaceful enjoyment of an Owner or occupier of another Lot; and
- (b) Owners must undertake the Carpet Works or other remedial works in their Lot if required to do so by the Owners Corporation under this by-law.

3. Owners' obligations – before undertaking carpet works

Before undertaking any Carpet Works, an Owner must:

- (a) ensure that the New Carpet will prevent transmission of noise likely to disturb the peaceful enjoyment of an Owner or occupier of another Lot;
- (b) ensure that the proposed Carpet Works include the installation of a suitable sound absorbent barrier (in addition to any other underlay an owner might chose to install) consisting of underlay that is one of the following:
- (i) a layer of AngelStep 48P or AngelStep Gold 8 (Acoustica); or
 - (ii) a layer of 8kg barrier plus 5mm impact foam (Peace and Quiet); or
 - (iii) a layer of Regupol Acoustic Underlay (Regupol) with a minimum thickness of 5mm;
- (c) submit to the Owners Corporation details and specifications of the proposed Carpet Works including, without limitation:
- (i) the type, make and quality of underlay to be installed;

- (ii) evidence that the Carpet Works will comply with the underlay requirements of clause 3(b) of this by-law, except in respect of those areas where the room in the Lot below is an enclosed kitchen, bathroom, or laundry; and
- (iii) such other documents or information as the Owners Corporation may require;
- (d) obtain written approval from the Owners Corporation for the chosen underlay to be installed.

4. Owners' obligations - during carpet works

In performing the Carpet Works, Owners must comply with the all reasonable directions of the Owners Corporation.

5. Owners' general obligations

- (a) Owners who undertake Carpet Works will be liable for any damage caused to any part of the lot and to common property as a result of the Carpet Works being undertaken.
- (b) Owners who undertake Carpet Works do so at their own risk and 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 Carpet Works including, without limitation, against any liability incurred by the Owners Corporation under section 65(6) of the Act.
- (c) Owners are responsible for ensuring that their servants, agents, contractors and occupiers of their Lot comply with the terms of this by- law.
- (d) Each Owner acknowledges that any Carpet Works carried out in their Lot will belong to that Owner and will comprise that Owner's fixtures.

6. Rights of owners corporation

- (a) If an Owner ("The Owner") or occupier of a Lot notifies the Owners Corporation by written notice that there is noise emitting from another Owner's Lot ("Offending Owner") to an extent that it disturbs the peaceful enjoyment of the Owner or occupier, including "footfall" noise, and such notice covers a period of at least three months and/or on more than ten occasions at least three of which are verified by Building Management or Concierge, the Owners Corporation may require the Offending Owner to allow an inspection of the flooring installed in the Offending Owner's Lot to enable the Owner to procure a report/opinion by a qualified acoustic engineer concerning the state of the flooring in that Lot. The Owner, as the complainant, is responsible for the payment for the report.
- (b) If the report required in (a) indicates that the flooring fails to meet the required standard, the Owners Corporation may serve a written notice on the Offending Owner requiring the Offending Owner to undertake, within one month from the

date of the notice, such remedial works as are necessary or appropriate to ensure that noise levels emitted from their Lot comply with the same requirements as apply for the undertaking of Carpet Works;

and the Offending Owner must at their own cost:

- (i) undertake any required remedial works within one month of receiving the notice from the Owners Corporation;
 - (ii) where the remedial works consist of installation of replacement carpet and/or underlay, such works will be deemed to be "Carpet Works" and the provisions of this by-law will apply;
 - (iii) promptly provide evidence to the Owners Corporation that the remedial works have been undertaken.
- (c) The Owners Corporation may require an Owner to make such alterations or additions to the Carpet Works as the Owners Corporation determines are necessary or appropriate to ensure that compliance with this by-law.

Special By-law 8: Zoning

Grant of right

PART 1

- 1.1** Notwithstanding anything contained in the by-laws applicable to the strata scheme, in addition to the powers, authorities, duties and functions conferred or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the following additional powers, authorities, duties and functions at the strata scheme on the conditions set out in Part 3.

This by-law to prevail

- 1.2** If there is any inconsistency between this by-law and the by-laws applicable to the strata scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2

Definitions and Interpretation

- 2.1** In this by-law, unless the context otherwise requires:
- (a) Act means the Strata Schemes Management Act 1996.
 - (b) Council means Sydney City Council.
 - (c) LEP means Sydney Local Environmental Plan 2012.
 - (d) Lot means each and every lot in the Strata Scheme.

- (e) Owner means the respective owner of a Lot from time to time.
- (f) Strata Scheme means the strata scheme relating to Strata Plan No. 55773 located at 1 Kings Cross Road, Darlinghurst.
- (g) Zone means zone B4, Mixed Use, pursuant to the LEP.

2.2 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.

PART 3

Conditions

3.1 An Owner acknowledges and agrees that:

3.1.1 The Strata Scheme is located within the Zone and, within the Zone, development consent of the Council for all purposes, is required.

3.1.2 Use of the Lot for such purposes as short-term letting, a serviced apartment, bed and breakfast accommodation, back- packer accommodation and any leasing arrangement not covered or sanctioned by the Residential Tenancies Act 2010 may be a purpose for which development consent is necessary.

3.1.3 Council has the responsibility for enforcing the LEP.

3.1.4 An Owner who wishes to enter into a use of the nature referred to in clause 3.1 hereof, or an agreement of a kind referred to in section 8(1)(h) of the Residential Tenancies Act 2010 must:

- (a) lodge an application for development consent;
- (b) obtain any necessary approvals from the Council; and
- (c) provide a copy of the development consent and approval from the Council to the Owners Corporation.

3.1.5 In the absence of the relevant development consent or otherwise in breach of the zoning restrictions:

- (a) an Owner can be prosecuted by the Council and may thereafter receive substantial fines; and
- (b) an Owner may be restrained by a Court order from using a Lot for such purposes.

- 3.2** An Owner must ensure that the respective Lot is not used for any purpose that:
- (a) is prohibited by law; or
 - (b) is not in accordance with the conditions of the development consent.
- 3.3** An Owner must not advertise, or permit or authorise any agent, servant or contractor to advertise, that the Lot is available for the purpose of use contrary to this by-law or the LEP.
- 3.4** The Owners Corporation shall have a right to access the Lot upon the giving of written notice to the Owner if it is satisfied that the Owner is in breach of the LEP or this by-law.
- 3.5** Upon service of the notice provided for in clause 3.4 hereof, the Owner or occupier of a Lot must provide access to the Lot to the Owners Corporation, by its agents or employees, within twenty four (24) hours of such service.

Special By-law No. 9: Leasing

PART 1

Grant of right

- 1.1** Notwithstanding anything contained in the by-laws applicable to the strata scheme, in addition to the powers, authorities, duties and functions conferred or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the following additional powers, authorities, duties and functions at the strata scheme on the conditions set out in Part 3.

This by-law to prevail

- 1.2** If there is any inconsistency between this by-law and the by-laws 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** In this by-law, unless the context otherwise requires:
- (a) Act means the Strata Schemes Management Act 1996.
 - (b) Council means Sydney City Council.
 - (c) Lot means each and every lot in the Strata Scheme.
 - (d) Occupier means a tenant, lessee, or sub-lessee residing in a Lot who is more than merely a visitor to the Lot notwithstanding that the tenant, lessee or sub-lessee is not the primary occupier, does not charge, have management or control of the Lot or has not entered into a written lease with the Owner of the Lot.
 - (e) Owner means the respective owner of a Lot from time to time.

- (f) Strata Scheme means the strata scheme relating to Strata Plan No. 55773 located at 1 Kings Cross Road, Darlinghurst.

2.2 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.

PART 3

Conditions

Strata roll requirements

3.1 Without in any way limiting section 49(1) of the Act, where an Owner or an existing Occupier leases a Lot (or any area of the Lot) to an Occupier, the Owner of the Lot must forward to the Owners Corporation within 14 days after the date of the Occupier occupying the Lot for inclusion in the strata roll the following information relating to the Occupier:

- (a) the full name of the Occupier;
- (b) the date of commencement of the occupation of the Lot and the minimum term of the lease.

3.2 An Owner of a lot must provide details of all Occupiers residing in the respective Lot at any given time.

3.3 An Owner must provide written confirmation to the Owners Corporation that the Occupier has vacated within fourteen (14) days after the Occupier has left the Lot

Behaviour of owners

3.4 An Owner or Occupier must not act in a manner which

- (a) is offensive to another lot owner;
- (b) constitutes a nuisance pursuant to section 117(1)(a) of the Act
- (c) is prohibited by the By-Laws of the Strata Scheme;
- (d) intentionally or recklessly interferes with or misuses anything provided in the interests of health, safety and welfare under work health and safety legislation.

Liability

3.5 An Owner of a Lot shall be liable for:

- (a) the actions of any Occupier or invitee of the respective Lot and shall be responsible for ensuring compliance by that Occupier or invitee with the By-Laws for the Strata Scheme; and
- (b) any costs incurred by the Owners Corporation in rectifying any damage or interference occasioned to the common property by an Owner, Occupier or invitee of the respective Lot or in enforcing the terms of this By-Law against the Owner, Occupier or invitee of the Lot.

3.6 For the sake of clarity, the Owners Corporation may enforce the terms of this By-Law against an Owner of a Lot notwithstanding the Occupier or invitee of the Owner's respective Lot has contravened the said terms.

Obligation

3.7 Each Owner and Occupier must give to the Owners Corporation, upon written request, the full names of all persons residing in the Lot.

3.8 An Owner or an existing Occupier of the Lot has a duty to inform any Occupier of the respective Lot that the terms of this By-Law are in force.

3.9 An Occupier has a duty to include in the terms of and conditions or any Lease of the Lot that the Occupiers of that Lot shall notify the Owner in writing the full name of any Occupiers of the Lot whose name is not included in the Lease.

Costs

3.10 If an Owner or a Occupier of a Lot 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) Issue a notice on the Owner or Occupier pursuant to section 45 of the Act;
- (c) Take any other action against the Owner or Occupier which it is entitled to take pursuant to the Act or this By-Law (including where applicable commencing legal proceedings);
- (d) Recover from either:
 - (i) the Owner (notwithstanding the Occupier or invitee of the respective Lot is in default); or
 - (ii) the defaulting Occupier, the Owners Corporation's costs incurred by it in rectifying any damage to the common property occasioned by an Owner, Occupier or invitee of the respective Lot (whichever is applicable) or in enforcing the terms of this By-Law.

3.11 The costs referred to in paragraphs 3.5(b) and 3.10(d) hereto may include any costs incurred by the Owners Corporation in carrying out any building repair work, security call-out

charges, after hours building management or agency fees, administrative and legal costs to issue correspondence or any notices pursuant to paragraph 3.10 (a) and (b) hereto and any other reasonable cost expended by the Owners Corporation in rectifying any damage occasioned to common property by the respective Owner, Occupier or invitee or in enforcing the terms of this By-Law against the said Owner or Occupier.

- 3.12** If the costs referred to in paragraph 3.10(d) are not paid at the end of one month after becoming due and payable they shall bear, until paid, simple interest at an annual rate of 10% and the Owners Corporation may recover as a debt any costs payable by an Owner or Occupier pursuant to this By-Law (whichever is applicable), not paid at the end of one month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

SPECIAL BY-LAW NO. 10 - WORKS OVER TILED AREAS

1) INTRODUCTION

This by-law applies if you want to carry out any work within your lot involving an area originally covered in tiles, including the following areas:

- 1) balcony;
- 2) bathroom;
- 3) kitchen;
- 4) laundry;
- 5) entrance hall; and
- 6) boundary walls.

2) DEFINITIONS

In the by-law:

Architectural Code is the architectural code for The Elan made under the Strata Management Statement. The Architectural Code helps to maintain the architectural integrity of The Elan;

Building Manager is the person appointed by the Owners' Corporation under By-Law 38 and any other person the Owners' Corporation appoints to replace them;

Government Agency is a governmental or semi-governmental administrative, fiscal or judicial department or entity;

lot means any lot in Strata Plan 55773;

Works means the alteration, covering or recovering of any of the areas referred to in Clause 1 above including waterproofing, laying a new membrane, tile bed, substrate, floor tiles, timber flooring, any other floor covering, adhesive and grout;

Owners' Corporation means the owners of SP 55773; and

you mean the owner of a lot for the time being.

3) APPROVAL OF WORKS

You have the special privilege to carry out Works on the conditions of the by-law.

4) PROCEDURE FOR DOING WORKS

1.1 BEFORE THE WORKS

1.1.1 Before commencing the Works you must:

- a) obtain all necessary consents from the Owners Corporation and Government Agencies;
- b) obtain necessary consents under the Strata Management Statement; and
- c) provide your written consent to this By-Law.

1.1.2 If you do Works under this by-law, you must:

- i. before you do the work or the alteration, find out where service lines and pipes are located;
- ii. arrange a suitable time and means with the Owners' Corporation by which to bring the building materials into the building;
- iii. give the Owners' Corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the Works holds a current:
 1. licence;
 2. all risks insurance policy which must include public liability cover in the sum of \$10,000,000;
 3. workers compensation insurance policy; and
 4. home warranty insurance policy under the Home Building Act 1989 for the Tiling Works, if required.

1.1.3 If you have not complied with any of the conditions set out in clauses 4.1.1 and 4.1.2 above, you must not begin the Works and if you have already begun the Works you must immediately stop them.

1.2 DURING THE WORKS

With respect to any Works, you must ensure that you:

- 1)** Architectural Code – comply with the Architectural Code;

- 2) Qualified trades people – use qualified, reputable and, where appropriate, licenced contractors approved by the Owners' Corporation;
- 3) No damage – do not damage service lines or pipes or interrupt services;
- 4) Proper workmanship – do the work in a proper manner and to the reasonable satisfaction of the Owners' Corporation and Government Agencies;
- 5) Time for completion – make sure that the Works are carried out with due diligence;
- 6) Quality of Works – make sure that the Works are carried out in accordance with any specifications for them and that the Works comply with the Building Code of Australia and any applicable Australian Standard (in the event of conflict, the Building Code of Australia shall prevail);
- 7) Transportation of construction material – ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the Owners' Corporation and in a manner that does not cause damage to the building;
- 8) Debris – ensure that any debris and rubbish associated with or generated by the Works is promptly removed from the building strictly in accordance with the reasonable directions of the Owners' Corporation;
- 9) Storage of building materials on common area – make sure that no building materials are stored on the common property without the approval of the Building Manager;
- 10) Protection of building – protect all areas of the building outside your lot which are affected by the Works from damage, the entry of water or rain and from dirt, dust, debris relating to the Works and ensure that all common property, especially the floors and carpets leading to your lot, are protected by covers and mats when transporting construction materials, equipment and debris through the building and take due care to prevent contact with common property walls;
- 11) Daily cleaning – clean any areas of the building affected by the Works on a daily basis and keep all of those areas clean, neat and tidy during the Works;
- 12) Times for operation of noisy equipment – make sure that any noisy work due to use of percussion tools and noisy equipment such as jack hammers and tile cutters are only used between the hours of 9.00 am and 3.30pm on Monday–Friday and that 24 hours' notice is given to the occupiers of the other lots by a sign prominently displayed on the notice board before use of any such tools or equipment, and is otherwise conducted in accordance with the provisions of the Major Works Renovation Agreement and Guidelines as amended from time to time;
- 13) Costs of Works – pay all costs associated with the Works.

1.3 AFTER THE WORKS

After the Works have been completed, you must if required to do so:

1) Notify Owners Corporation

promptly notify the Owners Corporation that the Works have been completed;

2) Access

give access to your apartment to the nominee of the Owners' Corporation on reasonable notice to enable inspection of the Works;

3) Obtain planning certificates

If required by law, obtain all requisite certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979 approving the Works and the occupation of your apartment (such as a compliance certificate and occupation certificate) and give copies of them to the Owners' Corporation;

4) Restore common areas

restore all common property damaged by the Works as nearly as possible to the state which they were in prior to commencement of the Works;

5) Expert's opinion

give the Owners' Corporation a report from the contractor engaged on the Works, or a duly qualified building consultant or expert, addressed to the Owners' Corporation, certifying that the Works have been completed in a manner that complies with any manufacturer's specifications, the Building Code of Australia and any applicable Australian Standards;

6) Warranties

give the Owners' Corporation a copy of, or details of, any warranties for the materials and products used during the Works and any warranties given by the contractor engaged on the Works.

1.4 ENDURING OBLIGATIONS

You must:

1) Maintenance of Works

properly maintain the Works and keep them in a state of good and serviceable repair and, where necessary, renew or replace any part of the Works, including the waterproof membrane located under the Works;

2) Maintenance of common property

properly maintain the common property occupied by the Works and keep that common property in a state of good and serviceable repair, and where necessary, renew or replace

any part of that common property including the waterproof membrane situated under the Works;

3) Repair damage

repair any damage to another lot or the common property caused by the Works;

4) Floor tiles

ensure that any floor tiles laid during the Works are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor tiles of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot, unless the newly laid tiled area is directly above a kitchen, bathroom, laundry or balcony;

5) Indemnity

indemnify and keep indemnified the Owners' Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners' Corporation arising out of the Works or the altered state or use of any common property arising from the Works or your breach of the by-law;

6) Comply with the law

comply with all statutes, by-laws, rules and other laws for the time being in force and which are applicable to the Works.

1.5 BREACH OF THIS BY-LAW

5.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of written notice from the Owners' Corporation requiring rectification of that breach (or such other period as is specified in the notice), then the Owners' Corporation may:

1) rectify the breach (including if necessary, removing the Works of which it has not approved, cleaning any damage or mess created by the Works, or repairing any part of the Works which you do not);

2) enter any part of the building including your lot, by its agents, employees or contractors, in accordance with the Strata Schemes Management Act 1996 for the purpose of rectifying the breach; and

3) recover as a debt from you the costs of the rectification and the expenses of the Owners' Corporation incurred in recovering those costs including legal costs on an indemnity basis.

5.2 Nothing in this clause restricts the rights or the remedies available to the Owners' Corporation as a consequence of a breach of this by-law.

Special By-Law No. 11 – Balcony Doors and Windows

1. INTRODUCTION

This by-law applies if you want to carry out any work within your lot involving doors and windows onto balconies.

2. DEFINITIONS

In the by-law:

Architectural Code is the architectural code for The Elan made under the Strata Management Statement. The Architectural Code helps to maintain the architectural integrity of The Elan;

Building Manager is the person appointed by the Owners' Corporation under By-Law 38 and any other person the Owners Corporation appoints to replace them;

Government Agency is a governmental or semi-governmental administrative, fiscal or judicial department or entity;

lot means any lot in Strata Plan 55773;

Works means the alteration or replacement of any doors or windows leading onto a terrace or balcony from your lot;

Owners' Corporation means the owners of SP 55773; and

you mean the owner of a lot for the time being.

3. APPROVAL OF WORKS

You have the special privilege to carry out Works on the conditions of the by-law.

4. PROCEDURE FOR DOING WORKS

a) BEFORE THE WORKS

1.1.1 Before commencing the Works you must:

- 1) produce to the Strata Manager a certificate from a qualified, practising structural engineer certifying that the removal of the existing windows, sliding glass doors and associated framework (as referred to in the schedule hereto), will have no material effect on the structural integrity of the strata building;
- 2) obtain all necessary consents from the Owners' Corporation and Government Agencies;
- 3) obtain necessary consents under the Strata Management Statement; and
- 4) provide your written consent to this By-Law.

1.1.2 If you do Works under this by-law, you must:

- (a) before you do the work or the alteration, find out where service lines and pipes are located;
- (b) arrange a suitable time and means with the Owners' Corporation by which to bring the building materials into the building;
- (c) give the Owners' Corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the Works holds a current:
 - i. licence;
 - ii. all risks insurance policy which must include public liability cover in the sum of \$10,000,000;
 - iii. workers compensation insurance policy; and
 - iv. home warranty insurance policy under the Home Building Act 1989 for the Tiling Works, if required;
- (d) ensure that the replacement doors or windows have the same appearance from the
- (e) exterior as the original doors and windows with regard to the number, size and colour of glass panels, and the location, width and colour of frames;
- (f) not lower the height of the hob/sill on which the door or window stands.

1.1.3 If you have not complied with any of the conditions set out in clauses 4.1.1 and 4.1.2 above, you must not begin the Works and if you have already begun the Works you must immediately stop them.

1.2 DURING THE WORKS

With respect to any Works, you must ensure that you:

- a. Architectural Code -
comply with the Architectural Code;
- b. Qualified trades people
use qualified, reputable and, where appropriate, licenced contractors approved by the Owners' Corporation;
- c. No damage
do not damage service lines or pipes or interrupt services;
- d. Proper workmanship
do the work in a proper manner and to the reasonable satisfaction of the Owners' Corporation and Government Agencies;

- e. Time for completion
 - make sure that the Works are carried out with due diligence;
- f. Quality of Works
 - make sure that the Works are carried out in accordance with any specifications for them and that the Works comply with the Building Code of Australia and any applicable Australian Standard (in the event of conflict, the Building Code of Australia shall prevail);
- g. Transportation of construction material
 - ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the Owners' Corporation and in a manner that does not cause damage to the building;
- h. Debris
 - ensure that any debris and rubbish associated with or generated by the Works is promptly removed from the building strictly in accordance with the reasonable directions of the Owners' Corporation;
- i. Storage of building materials on common areas
 - make sure that no building materials are stored on the common property without the approval of the Building Manager;
- j. Protection of building
 - protect all areas of the building outside your lot which are affected by the Works from damage, the entry of water or rain and from dirt, dust, debris relating to the Works and ensure that all common property, especially the floors and carpets leading to your lot, are protected by covers and mats when transporting construction materials, equipment and debris through the building and take due care to prevent contact with common property walls;
- k. Daily cleaning
 - clean any areas of the building affected by the Works on a daily basis and keep all of those areas clean, neat and tidy during the Works;
- l. Times for operation of noisy equipment
 - make sure that any noisy work due to use of percussion tools and noisy equipment such as jack hammers and tile cutters are only used between the hours of 9.00 am and 3.30pm on Monday - Friday and that 24 hours' notice is given to the occupiers of the other lots by a sign prominently displayed on the notice board before use of

any such tools or equipment, and is otherwise conducted in accordance with the provisions of the Major Works Renovation Agreement and Guidelines as amended from time to time;

m. Costs of Works

pay all costs associated with the Works.

1.3 AFTER THE WORKS

After the Works have been completed, you must if required to do so:

a. Notify Owners' Corporation

promptly notify the Owners' Corporation that the Works have been completed;

b. Access

give access to your apartment to the nominee of the Owners' Corporation on reasonable notice to enable inspection of the Works;

c. Obtain planning certificates

if required by law, obtain all requisite certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979 approving the Works and the occupation of your apartment (such as a compliance certificate and occupation certificate) and give copies of them to the Owners' Corporation;

d. Restore common areas

restore all common property damaged by the Works as nearly as possible to the state which they were in prior to commencement of the Works;

e. Expert's opinion

give the Owners' Corporation a report from the contractor engaged on the Works, or a duly qualified building consultant or expert, addressed to the Owners' Corporation, certifying that the Works have been completed in a manner that complies with any manufacturer's specifications, the Building Code of Australia and any applicable Australian Standards;

f. Warranties

give the Owners' Corporation a copy of, or details of, any warranties for the materials and products used during the Works and any warranties given by the contractor engaged on the Works.

ENDURING OBLIGATIONS

You must:

a. Maintenance of Works

properly maintain the Works and keep them in a state of good and serviceable repair and, where necessary, repair, renew or replace any part of the Works;

b. Maintenance of common property

in the event that repair of common property is required that involves the removal of the doors or windows you have installed, meet any cost for the removal, reinstallation or replacement of the doors and windows you installed that is above what the Owners' Corporation would have paid had the original doors and windows still been in place;

c. Repair damage

repair any damage to another lot or the common property caused by the Works;

d. Indemnity

indemnify and keep indemnified the Owners' Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners' Corporation arising out of the Works or the altered state or use of any common property arising from the Works or your breach of the by-law;

e. Comply with the law

comply with all statutes, by-laws, rules and other laws for the time being in force and which are applicable to the Works.

BREACH OF THIS BY-LAW

5.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of written notice from the Owners' Corporation requiring rectification of that breach (or such other period as is specified in the notice), then the Owners' Corporation may:

- a. rectify the breach (including if necessary, removing the Works of which it has not approved, cleaning any damage or mess created by the Works, or repairing any part of the Works which you do not);
- b. enter any part of the building including your lot, by its agents, employees or contractors, in accordance with the Strata Schemes Management Act 1996 for the purpose of rectifying the breach; and
- c. recover as a debt from you the costs of the rectification and the expenses of the Owners' Corporation incurred in recovering those costs including legal costs on an indemnity basis.

5.2 Nothing in this clause restricts the rights or the remedies available to the Owners' Corporation as a consequence of a breach of this by-law.

Special By-Law 12 – Special Privileges and Exclusive Use for Works (Lot 280)

PART 1

PREAMBLE

PART 1.1 This by-law is made pursuant to Division 4 of Part 5 of the Strata Schemes Management Act 1996 (“the Act”).

PART 1.2 The purpose of the by-law is to confer on the owner of lot 280 in Strata Plan 55773:

- (a) a right of exclusive use and enjoyment on part of the common property occupied by the works carried out by the owner; and
- (b) a special privilege to carry out the works in respect of that part of common property.

PART 1.3 The rights conferred by the Special By-Law shall enure for the benefit of the owner.

PART 1.4 To the extent of any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, the provisions of this by-law shall prevail.

DEFINITIONS & INTERPRETATION

PART 1.5 In this by-law, the following terms are defined to mean:

- (a) Act means the Strata Schemes Management Act 1996.
- (b) Authority means any government, semi-government, statutory, public, private or other authority having any jurisdiction over the Lot or the Building including the local council.
- (c) Building means the building situated at The Elan, 1 Kings Cross Road, Darlinghurst.
- (d) Council means the Council of the City of Sydney.
- (e) Lot means lot 280 in Strata Plan 55773.
- (f) Owner means the owner of lot 280 in Strata Plan 55773 from time to time and his executors, administrators and successors.
- (g) Strata Scheme means the strata scheme relating to Strata Plan No 55773.
- (h) Works means alterations and additions undertaken by the Owner to carry out:
 - i Installation of an intercom system benefitting the Lot;
 - ii The installation of signage at intercom points of the Building and the intercom and signage being located in the areas shown on the Plan approved at the general meeting of owners corporation held on 20 October 2014.

PART 1.6 Where any terms used in this by-law are defined in the Act, they will have the same meaning as those words attributed under the Act.

PART 1.7 Words importing the singular include the plural and vice versa, and words importing gender include any gender.

RIGHTS

PART 1.8 Subject to clauses 1.8 to 1.28 of this by-law, the Owner shall have:

- (a) a special privilege in respect of common property to erect and keep the Works to and on the common property; and
- (b) the exclusive use of those parts of the common property occupied by the Works.

CONDITIONS

INTERCOM SYSTEM

PART 1.9 The Owner has the enduring rights of installing, updating and changing the intercom system when required by itself or any lessee.

PART 1.10 The Owner shall only install the intercom system on level 4 (inside its owner lot).

PART 1.11 The Owner acknowledges that the owners corporation does not warrant that an intercom system can be installed on level 4 of the Building.

SIGNAGE

PART 1.12 The Owner has the enduring rights of installing, updating and changing the signage when required by itself or any lessee.

PART 1.13 The Owner shall only install the signage on level 3 at the intercom points being outside the main entrance door on Kings Cross Road and at the level 3 lifts.

PART 1.14 All signs, which may state only the name of the company and its intercom contact instructions, must be in the same style and size as all other information signs installed at the same points.

PART 1.15 Only one(1) sign is permitted at each point unless the contact details of all tenancies on level 4 cannot be contained in the one sign.

PART 1.16 The owners corporation can require any sign to be removed if (in the opinion of the owners corporation) the name or the commercial activity undertaken in the Lot is considered to bring the image of the Building into disrepute.

DOCUMENTATION

PART 1.17 Before commencing the Works the Owner shall submit to the owners corporation for its approval:

- (a) copies of certificate of insurance for the contractors engaged by the Owner to carry out the Works (including public liability);
- (b) evidence of the licence or certification of the contractors engaged by the Owner to carry out the Works;
- (c) any development approval or building consents as may be required by Council pursuant to the Environmental Planning and Assessment Act 1979; and

PART 1.18 At least two (2) days prior to the commencement of the Works the Owner shall make arrangements with the strata manager or the onsite building manager regarding:

- (a) the suitable times and method for the Owner's contractors to access the Building; and
- (b) the suitable times and method for Contractors to park their vehicles whilst the Works are being conducted.

Performance of Works

In performing the Works, the Owner must:

- (a) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (b) protect the Building both internal and external to the lot from damage:
 - i by the Works;
 - ii by the installation or removal of the Works; and
 - iii by the transportation of construction material, equipment, debris and other material required to install and maintain the Works;
- (c) protect all common property areas in the manner reasonably acceptable to the owners corporation;
- (d) keep all areas of the Building outside the Lot clean and tidy;
- (e) only perform the Works at the following times:
 - i. for noisy building activities (including, but not limited to, concrete drilling or constant hammering) between 9.00 am and 3.30 pm on Monday to Friday inclusive;
 - ii. for extremely noisy activities (such as jack hammering and rotary hammer drilling) no more than 15 minutes at a time for a single four (4) hour period in any given week (excluding Sundays and public holidays);

- iii. for any other activities between 8.00 am and 5.00 pm on Monday to Friday (inclusive); and
- (f) provide to the building manager at least 72 hours notification of any noisy building activities intended to be carried out by the Owner's contractors;
- (g) not carry out the Works on Saturdays, Sundays and/or public holidays;
- (h) immediately arrange for the private removal of all building refuse from the Building (no building materials or refuse of any kind is to be placed in the common property garbage chute, bins or skips or other common property areas);
- (i) not create noise that causes discomfort, disturbance, obstruction or interference with activities of any other occupier of the Building;
- (j) ensure that the common property is cleared of any waste created by the Works daily and in accordance with the owners corporation's directions;
- (k) comply with all requirements of the owners corporation, the Strata Scheme's by-laws and all directions, orders and requirements of all relevant statutory authorities and shall be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

Statutory and Other Requirements

PART 1.20 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 approved by Council (where required) and the owners corporation;

PART 1.21 The Owner must comply with all requirements of the owners corporation, the by-laws and all directions, orders and requirements of all relevant statutory authorities including Council relating to the Works and shall be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements; and

PART 1.22 The Owner shall ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with.

Requirements Following Completion of the Works

PART 1.23 Upon completion of the Works, the Owner shall provide to the owners corporation a copy of any certificate issued that the Works have been satisfactorily completed in accordance with this by-law and any Authority's consent; and

Maintenance

PART 1.24 The Owner must properly maintain and keep the common property and those parts of the Lot and common property to which the Works are attached in a state of good and serviceable repair.

PART 1.25 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.

Liability

PART 1.26 The Owner is liable for any damage caused to any part of the common property or any other lot as a result of the installation, removal, replacement, repair, attachment or use of the Works and will make good that damage immediately after it has occurred.

Indemnity

PART 1.27 The Owner must indemnify the owners corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to any lot or common property, or person, in so far as such injury, loss or damage arises out of, in the course of, or by reason of the installation, removal, replacement, repair, attachment or use of the Works.

PART 1.28 Without limiting the generality of clause 1.19, should the owners corporation be required to carry out work as specified in section 65 of the Act as a result of the Owner's installation, removal, replacement, repair, attachment or use of the Works, the Owner must indemnify the owners corporation against any liability or expense suffered by the owners corporation in rectifying any damage to the common property or any lot under this provision.

Cost of Works

PART 1.29 The Works and any other works required to be undertaken by the owners corporation pursuant to this by-law are undertaken at the cost of the Owner.

Cost of By-law, Approvals and Certification

PART 1.30 The Owner shall indemnify the owners corporation for all of the costs of approving any plans, drawings or other documents or obtaining certification of works required to be carried out by the owners corporation pursuant to this by-law and will pay those amounts to the owners corporation upon demand.

PART 1.31 Notwithstanding clause 1.30, the parties shall be responsible for their own legal costs of the preparation, consideration and registration of this by-law.

Owner's Fixtures

PART 1.32 The Works shall remain the Owner's fixtures.

Right to Remedy Default

- PART 1.33** The Owner and the owners corporation acknowledge and agree that if the Owner fails to comply with any obligation under this by-law, then the owners corporation may:
- (a) request, in writing, that the Owner comply with the terms of it;
 - (b) without prejudice to any other rights, be able to enter upon any of the parcel by its agents, employees and contractors, including the Lot, to carry out reasonable work to rectify the failure to comply with the obligations under this by-law;
 - (c) recover the costs of carrying out that work from the Owner. Such costs, if not paid at the end of one month after becoming due and payable bear, until paid, simple interest at an annual rate of 10%. The owners corporation may recover as a debt any costs 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;
 - (d) for the avoidance of doubt, the reference to expenses in paragraph (c) above includes (but is not limited to) legal costs and disbursements, strata managing agent fees, expert fees or other costs, expenses or liabilities incurred in or in connection with the enforcement or with or in consequence of the Owner's failure to comply;
 - (e) include any expenses due by the Owner pursuant to paragraph (c) above in the Levy Register for the Lot maintained pursuant to clause 8 of the Strata Scheme Management Regulation 2010; and
 - (f) must include any such expenses in any certificate issued pursuant to section 109 of the Act in respect of the Lot.

Special By-Law No. 13 – Storage Cage (Lot 218)

1. Introduction

1.1 This by-law authorises the Owner to conduct and keep the Works.

2. Definitions & Interpretation

2.1 In this by-law:

Building means the building to which the Works are attached.

Common Property means the common property for the Strata Scheme.

Development Act means the Strata Schemes (Freehold Development) Act 1973.

Executive Committee means the executive committee of the Owners Corporation.

Lot means lot 218 within the Strata Scheme.

Management Act means the Strata Schemes Management Act 1996.

Occupier means an Occupier of a lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

Owner means the owner of the Lot and that owner's successors in title.

Owners Corporation means the owners corporation for the Strata Scheme.

Strata Managing Agent means a strata managing agent appointed to the Strata Scheme pursuant to the Management Act.

Strata Plan means the strata plan for the Strata Scheme.

Strata Scheme means the Strata Scheme in respect of which this by-law applies.

Strata Legislation means the Development Act and the Management Act.

Works means the installation of a mezzanine storage cage approximately 4m long in and above the Lot's car space (shown on page 10 of the Strata Plan), in accordance with the attached Specifications and Plans, but located wholly within the boundary of the Lot's car space.

2.2 In this by-law:

2.2.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law,

2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

2.2.3 words importing the singular number include the plural and vice versa,

2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,

2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Executive Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,

2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and

2.2.8 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 will prevail to the extent of that inconsistency.

3.0 Authorisation and Maintenance

3.1 Authorisation

3.1.1 The Owner may and has a special privilege to conduct the Works.

3.2 Rights of the Owners Corporation

3.2.1 The right to construct and keep the Works is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

3.2.2 If at any time the Owners Corporation reasonably requires access to any Common Property which can only be accessed by dismantling all or part of the Works, then the Owner will upon request dismantle or temporarily remove those parts of the Works at the Owner's cost.

3.3 Responsibility for Maintenance and Upkeep

3.3.1 The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and, when necessary, renewing or replacing any part of the Works.

4.0 Terms & Conditions

4.1 During the Conduct of the Works

4.1.1 During the Works the Owner must:

4.1.1.1 Standard of Workmanship

ensure the Works are carried out in a proper and workmanlike manner (and in accordance with Australian Standards) by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used,

4.1.1.2 Time for Completion of Works

make sure the Works are carried out with due diligence and are completed as soon as practicable from the date of commencement,

4.1.1.3 Quality of the Works

make certain the Works are in accordance with any specification,

4.1.1.4 Variation to Works

not vary the Works without obtaining the prior written approval of the Owners Corporation

4.1.1.5 Debris

ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

4.1.1.6 Storage of Building Materials on Common Property

make sure that no building materials are stored on Common Property,

4.1.1.7 Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 9.00am – 3.30pm on Monday – Friday and are not used on weekends or public holidays,

4.1.1.8 Interruption to Services

give the occupiers of other lots at least 48 hours' prior notice of any planned interruption to the services in the Strata Scheme such as water, electricity, television, cable television,

4.1.1.9 Additional sprinklers and lights

if requested by the Owners Corporation, install such additional lighting and sprinklers as are reasonably required, noting that the Owner will be required to install at least one additional light,

4.1.1.10 Costs of Works

pay all costs associated with the Works, including any costs payable under clause 4.1.1.9,

4.1.1.11 Comply with All Laws

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

4.1.1.12 Right of Access

give the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requests from the Owners Corporation.

4.2 After the Conduct of the Works

4.2.1 After the Works are complete, the Owner must:

4.2.1.1 promptly notify the Owners Corporation that the Works are complete,

4.2.1.2 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works,

4.2.1.3 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

4.3 Enduring Obligations

The Owner:

4.4.1 must make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident,

4.4.2 must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

4.4.3 is liable for any damage caused to Common Property or another lot's property:

- (a) by the Works or anything stored in them; and
- (b) arising from the construction or dismantling of the Works.

4.4 Indemnity

The Owner indemnifies and keeps indemnified the Owners Corporation and all other owners for all costs, losses and expenses incurred by the Owners Corporation arising out of damage or injury to property or persons as a result of the existence or construction (or dismantling) of the Works.

4.5 Access

The Owners Corporation must give the Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling the Owner to comply with any condition imposed by this by-law.

5.0 Breach of this By-Law

5.1 If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

5.1.1 rectify any such breach,

5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and

5.1.3 recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.

- 5.2** Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law

Special By-Law No. 14 – Renovations Unit 3801

1 Type of by-law

This is a by-law made in accordance with Parts 6 and 7 of the Strata Schemes Management Act 2015 (NSW) and with the consent of the registered Owner of the Lot. This by-law may only be amended by a special resolution of the Owners Corporation and with the written consent of the Owner.

2 Definitions

In this by-law, these terms (in any form) mean:

Authorised Person means persons who are qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation and under the Strata Management Statement;

Authority means an authority of any kind and includes local government, semi-government and federal and state government authorities.

Building Works means those alterations to the Common Property that are required to:

- (a) Close in south western terrace from the elements utilising the same aluminium framed glass structure that has already been implemented on apartment 3802
- (b) Install a new bi-fold door to replace existing sliding door to south western terrace from casual dining area off kitchen.
- (c) Remove the existing non-structural wall between living and dining area. Replace with central joinery divider as outlined in drawings.

Common Property means

- (a) common property of Strata Plan 55773; and
- (b) the Owners Corporation's personal property

Lots where used in this by-law, means Lot 305 in the Strata Plan.

Owner where used in this by-law, means the owner of the Lot 305 in Strata Plan 55773. Where there is more than one owner of the Lot, the expression includes each of those owners jointly and severally.

Owners Corporation means the owners corporation of the Strata Scheme 55773.

Strata Plan means strata plan registered number SP55773.

Strata Scheme means the strata scheme constituted on registration of the Strata Plan.

You means the owner of a lot for the time being.

3 Rights

You are authorised, subject to the approval of the Building Management Committee and the Owners Corporation of SP55773 and the Owners Corporation of SP55775 approving an amendment to the Architectural Code to permit the Building Works and the approval of a Development Application by the City of Sydney Council:

- (a) to alter the Common Property and make additions to the Common Property by carrying out the Building Works in accordance with the plans submitted by the Owner and approved by the Owners Corporation;
- (b) to permit any Authorised Person to carry out the Building Works; and
- (c) to install services, pipes, ducts, conduits and other items in the Common Property to the extent necessary to carry out the Building Works.

4 Access to Common Property

You are authorised to access all relevant parts of the Common Property for the purposes of carrying out the Building Works.

5 Maintenance Obligations

To the extent the Building Works, when completed, are attached to or form part of the Common Property and to the extent any services, pipes, ducts and other items are attached to or installed in Common Property, You are responsible for the ongoing maintenance and repair of those parts of the Common Property.

6 Obligations when carrying out Building Works

6.1 Before commencing the Works You must:

- (a) provide your written consent to this by-Law
- (b) obtain all necessary consents as specified in by-laws 25 and 26;
- (c) provide all information required in the Renovation Agreement and sign the Agreement; and
- (d) pay the bond.

6.2 If You do Works under this by-law, You must comply with all the relevant sections of by-laws 25. and 26 and the Renovation Agreement

6.3 If You have not complied with any of the conditions set out in clauses 6.1 and 6.2 above, You must not begin the Works and if You have already begun the Works You must immediately stop them.

7 Breach of By-law

Any breach of this by-law will be handled in accordance with by-law 25, sections 18 and 19.

Special by-law No. 15 – Renovations Unit 1906

1 Type of by-law

This is by-law made in accordance with Parts 6 and 7 of the *Strata Schemes Management Act 2015 (NSW)* and with the consent of the registered Owner of the Lot. This by-law may only be amended by special resolution of the Owners Corporation and with written consent of the Owner.

2 Definitions

In this by-law, these terms (in any form) mean:

Authorised Person means an employee or contractor who is qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation and under the Strata Management Statement

Authority means an authority of any kind and includes local government, semi government and federal and state government authorities

Building Works means those alterations to the Common Property and Lot, generally depicted by the Plans, being:

- (a) Changes to the east-facing windows and north-facing door.
- (b) New hard floor
- (c) Kitchen renovation
- (d) Reconfiguring internal walls
- (e) Re-wiring
- (f) Alterations to removable tiles from the terrace

Common Property means the common property of Strata Plan 55773 and the Owners Corporation's personal property

Lot where used in this by-law means Lot 148 in the Strata Plan

Management Act means the *Strata Schemes Management Act 2015 (NSW)*

Owner where used in this by-law means the owner of Lot 148 in Strata Plan 55773. Where there is more than one owner of the Lot, the expression includes each of those owners jointly and severally

Owners Corporation means the owners corporation of Strata Plan 55773

Plans means the plans and drawings:

- (a) P01: Apartment refurbishment, eastern elevation, review and coordination dated 6 February 2017
- (b) E01: Apartment refurbishment, floor plan, review and coordination, dated 6 February 2017
- (c) Window specifications, reference DD02768 dated 7 December 2016, provided by MidCity windows

Strata Plan means the strata plan registered number 55773.

Strata Scheme means the strata scheme constituted on registration of the Strata Plan.

You means the Owner of the Lot for the time being.

3 Rights

You are authorised:

- (a) To alter the Common Property and make additions to the Common Property by carrying out the Building Works in accordance with the plans submitted by You and approved by the Owners Corporation;
- (c) To permit any Authorised Person to carry out the Building Works; and
- (c) To install services, pipes, ducts, conduits and other items in the Common Property to the extent necessary to carry out the Building Works.

4 Access to Common Property

You are authorised to access all relevant parts of the Common Property for the purposes of carrying out the Building Works.

5 Maintenance Obligations

To the extent the Building Works, when completed, are attached to or form part of the Common Property and to the extent any services, pipes, ducts and other items are attached to or installed in Common Property, You are responsible for the ongoing maintenance and repair of those parts of the Common Property.

6 Obligations when carrying out Building Works

- (a) Before commencing the Building Works You must:

- (i) provide his written consent to this by-Law
 - (ii) obtain all necessary consents as specified in by-laws 25 and 26;
 - (iii) provide all information required in the Renovation Agreement and sign the Agreement; and
 - (iv) pay the bond.
- (b) If You do Works under this by-law, You must comply with all the relevant sections of by-laws 25. and 26 and the Renovation Agreement
- (c) If You have not complied with any of the conditions set out in clauses 6(a) and 6(b) above, You must not begin the Works and if you have already begun the Works you must immediately stop them.

7 Breach of By-law

Any breach of this by-law will be handled in accordance with by-law 25, sections 18 and 19.

Special By-Law No. 16 – Renovations Unit 1112

1 Type of by-law

This is by-law made in accordance with Parts 6 and 7 of the Strata Schemes Management Act 2015 (NSW) and with the consent of the registered Owner of the Lot. This by-law may only be amended by special resolution of the Owners Corporation and with written consent of the Owner.

2 Definitions

In this by-law:

Common Property means:

- (a) common property in the Strata Plan 55773; and
- (b) the Owners Corporation's personal property

Lot means lot 66 in Strata Plan 55773;

Owner means the owner of lot 66 in Strata Plan 55773 for the time being. Where there is more than one owner of the Lot, the expression includes each of those owners jointly and severally.

Owners Corporation means the owners of SP 55773;

You means the owner of a lot for the time being;

Works means the full renovation of a bathroom including replacing the waterproof membrane.

3 Rights

You are authorised:

- (a) to alter the Common Property and make additions to the Common Property by carrying out the Works in accordance with the plans submitted by You and approved by the Owners Corporation;
- (b) to permit any authorised person to carry out the Building Works; and
- (c) to install services, pipes, ducts, conduits and other items in the Common Property to the extent necessary to carry out the Building Works.

4 Access to Common Property

You are authorised to access all relevant parts of the Common Property for the purposes of carrying out the Building Works.

5 Maintenance Obligations

To the extent the Building Works, when completed, are attached to or form part of the Common Property and to the extent any services, pipes, ducts and other items are attached to or installed in Common Property, You are responsible for the ongoing maintenance and repair of those parts of the Common Property.

6 Obligations when carrying out Works

- 6.1 Before commencing the Works You must:
- (a) provide your written consent to this by-Law
 - (b) obtain all necessary consents as specified in by-laws 25 and 26;
 - (c) provide all information required in the Renovation Agreement and sign the Agreement; and
 - (d) pay the bond.
- 6.2 If You do Works under this by-law, You must comply with all the relevant sections of by-laws 25. and 26 and the Renovation Agreement
- 6.3 If You have not complied with any of the conditions set out in clauses 6.1 and 6.2 above, You must not begin the Works and if You have already begun the Works You must immediately stop them.

7 Breach of By-law

Any breach of this by-law will be handled in accordance with by-law 25, sections 18 and 19.