

# SP73749

## STRATA SCHEME BY-LAWS

### TABLET HOUSE, 29 REFINERY DRIVE, PYRMONT

#### 1. Definitions

In this document the following words have the following meanings ascribed to them unless the context otherwise so requires. Any words not listed are deemed to have the same meaning as in the Act:

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

**Architectural Standards** means the architectural Standards set out in the Strata Management Statement.

**Building** has the same meaning as in the Strata Management Statement.

**By-laws** are the by-laws governing the Strata Scheme and any ancillary rules which the Owners Corporation makes from time to time.

**Common Property** is the area allocated as the common property of the Strata Scheme, or where the context requires any part of Building to which the Strata Scheme is granted access or rights.

**Community Management Statement** has the same meaning as in the Strata Management Statement.

**Council** is the City of Sydney Council, or where the context permits, an accredited certifier.

**Garbage** is any item of garbage, waste, recyclable material or other goods whatsoever of which an Owner or Occupier intends to dispose.

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

**Invitee** is a person who is a guest, customer, invitee, courier, goods carrier or authorised employee or contractor of an Owner or Occupier or of the Owners Corporation.

**Lot** is a Lot in the Strata Scheme.

**Occupier** is an owner, occupier, lessee, licensee or mortgagee who is in possession and occupation of a Lot in the Strata Scheme.

**Owner** is the owner and registered proprietor of a Lot in the Strata Scheme;

**Owners Corporation** is the owners corporation of the Strata Scheme.

**Security Device** means any key, swipe card, remote control or other device to operate doors, gates, locks, alarms and security systems within the Strata Scheme.

**Shared Facilities** has the same meaning as in the Strata Management Statement.

**Standards** are the general industry, architectural, maintenance and landscaping standards required or stipulated (from time to time) by any one or more of the Owners Corporation, these By-laws, the Community Management Statement or the Strata

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Management Statement (including the Architectural Standards) to ensure uniformity in the usage, colour, style and appearance of the Strata Scheme.

**Strata Management Statement** is the strata management statement registered in respect to Building as SP65564.

**Strata Manager** is the secretary of the Strata Scheme unless a person is appointed to be strata manager by the Owners Corporation.

**Strata Scheme** is the building and complex comprised in the strata scheme numbered on this document.

**Works** means any building work or alterations to the structure or services in the Strata Scheme.

## 2. Interpretation

- 2.1 All references to statute provisions shall be construed as references to any statutory modification or re-enactment thereof (whether before, on or after the date hereof) for the time being in force.
- 2.2 The schedules and annexures (if any) have the same force and effect in all respects as if they were set out in the body of the By-laws.
- 2.3 Headings are included for convenience only and shall not affect the construction of the By-laws.
- 2.4 Words importing the singular number or plural number include the plural number and the singular number respectively.
- 2.5 Words denoting individuals include a person (their heirs, successors, executors and assigns), a firm, an Owners Corporation, a corporation, a government authority, an association and vice-versa.

## 3. The By-laws and Compliance

- 3.1 The Owners Corporation may create or amend By-laws and rules in relation to the management, operation, control, security, use and enjoyment or any other matter affecting or connected to the Strata Scheme.
- 3.2 The Owners Corporation, the Owners and Occupiers must comply with the By-laws.
- 3.3 Any applications for approval or consent required by these By-laws (unless otherwise stated) by the Owners Corporation:
  - (a) may be granted at a general meeting or an executive committee meeting;
  - (b) may include conditions or provisions or expiry dates or be revoked at any time with notice.

## 4. Non Compliance with By-laws

- 4.1 The Owners Corporation may do anything empowered to it under the Act.
- 4.2 In addition, the Owners Corporation has the power to levy on the Owner or Occupier the amount of any charges or costs incurred or paid by the Owners Corporation in respect to:
  - (a) any work(s) required to be done under the By-laws which the Owner or Occupier failed to do or do effectively within a reasonable time;
  - (b) repairing damage to Common Property;

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- (c) abating any nuisance, hazard or interference affecting another Lot or the Common Property which was caused by the Owner or Occupier or one of its Invitees;

PROVIDED that the Owners Corporation has given prior written notice to the Owner or Occupier in breach of any of the above matters and that Owner or Occupier has failed to rectify the breach within a reasonable time.

### 4.3 An Owner or Occupier must:

- (a) allow the Owners Corporation access to the Lot to rectify the breach; and
- (b) pay the Owners Corporation on demand the cost associated with rectifying the breach.

## 5. Community & Strata Management Statement

### 5.1 Because:

- (a) there is more than one parcel or scheme in the Building, the Strata Management Statement sets out rules and guidelines for the management and operation of the parcels, including but not limited to, the Shared Facilities, the Architectural Standards and insurances;
- (b) the Strata Scheme is part of a community plan, the Community Management Statement sets out re rules and guidelines for the management and operation of the community plan.

### 5.2 An Owner and Occupier must comply in all respects with the Community Management Statement and the Strata Management Statement in addition to the By-Laws.

### 5.3 Any consent provided to an Owner or Occupier under these By-laws does not negate the requirement of the Owner or Occupier to obtain necessary consents under the Strata Management Statement or the Community Management Statement.

## 6. Behaviour within the Strata Scheme

### 6.1 An Owner or Occupier must not make noise, use offensive language or behave in a way that might embarrass or interfere with or obstruct the peaceful use and enjoyment of another Owner or Occupier of their Lot or their legal entitlement to the use of Common Property.

### 6.2 An Owner or Occupier must not consume alcohol or smoke cigarettes, pipes, or cigars or do anything which is illegal while on Common Property.

### 6.3 An Owner or Occupier must not permit any child under 12 years of age to be on or play on Common Property including the carparking area or any other area of possible danger or hazard to children unless accompanied by an adult Owner, Occupier or Invitee exercising effective control.

## 7. Behaviour of Invitees

### 7.1 An Owner or Occupier must ensure their Invitees comply with the By-laws in all respects including, but not limited to, By-laws specifically relating to the behaviour of an Owner or Occupier.

### 7.2 An Owner or Occupier must exercise reasonable discretion about who to invite and must make their Invitees leave the Strata Scheme if they do not comply with the By-laws.

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7.3 If an Owner leases or licences their Lot, the Owner must ensure it takes all reasonable steps to ensure the Occupier and their Invitees comply with the By-laws and Strata Management Statement.

## 8. Permitted Usage

8.1 Each Owner or Occupier must obtain the written authority of the Owners Corporation and the consent of Council to engage in the activities proposed for the Lot. The consent of the Owners Corporation shall not be unreasonably withheld provided the usage complies with the permitted zoning of the Strata Scheme and does not contravene:

- (a) any By-Law;
- (b) the Strata Management Statement;
- (c) the Community Management Statement;
- (d) any law, regulation, Council ordinance or scheme.

8.2 An Owner or Occupier must notify the Owners Corporation if the Owner or Occupier changes the existing use of their Lot (and if necessary obtain the authority and consents required under by-law 8.1) and/or does any thing that may affect the insurance premiums for the Strata Scheme.

8.3 No Lot or part of the Common Property shall be used for:

- (a) brothels, massage parlours, introduction agencies, dance schools, dance parties, slot machine and video game centres, dating agencies, entertainment halls, reception halls, drug referral centres, drug shooting gallery, needle issuing centre, drug counselling centre, meeting place for drug and ex-drug users and any other purpose which involves drug use or drug discussion groups (the drug referred to and described in the above sentence are illicit drugs); or
- (b) any other industry which the Owners Corporation considers, in its absolute discretion, does not accord with the Standards of the Strata Scheme or is against the betterment, quality and character of the Strata Scheme and the businesses and industries operating within the Strata Scheme.

## 9. Displaying a Sign

9.1 Subject to by-laws 9.2, an Owner or Occupier must not display or erect a sign on the Lot or on Common Property without the written authority of the Owners Corporation and the consent of the Council, such consent of the Owners Corporation may be granted on conditions or stipulate the style, type and size of the sign so that it is in keeping with the Architectural Standards.

9.2 For advertisements such as 'For Sale' or 'For Lease' signs, that are temporarily erected:

- (a) the Owner or Occupier must have the written authority of the Owners Corporation to locate and erect, display or permit to remain such advertisement(s);
- (b) the sign must otherwise be in keeping with the Standards of the Strata Scheme and is properly kept and maintained by the respective Owner or Occupier at their own cost;
- (c) the Owner or Occupier must repair any damage caused by the placing or removal of any sign at their own cost.

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### 10. Access & Traffic control

- 10.1 If access to the Building or Strata Scheme requires a Security Device, an Owner:
- (a) shall be issued with a Security Device to gain access to their Lot, the Common Property and the carpark of the Strata Scheme;
  - (b) may be required to pay to the Owners Corporation any cost for the obtaining and issue of the Security Device or any subsequent or replacement Security Device;
  - (c) shall access and use the Common Property and carpark at their own risk.
- 10.2 An Owner or Occupier shall ensure that all vehicles are driven onto and off the Common Property in a forward direction and must only enter and leave the Strata Scheme by left in/left out movements when travelling between the Common Property and any exit or road.
- 10.3 An Owner or Occupier shall ensure that at no time shall a vehicle exceeding the length and/or height and/or width nominated by the Owners Corporation, be driven onto the Common Property.
- 10.4 An Owner or Occupier shall comply and ensure compliance of its Invitees with all parking, limitations, directional and speed limit signs erected or stipulated by the Owners Corporation.

### 11. Parking and Loading

- 11.1 An Owner or Occupier shall only park or stand any motor or other vehicle in the carspace(s) designated to the Lot owned or occupied by that Owner or Occupier.
- 11.2 An Owner or Occupier may not park in the visitors carparking spaces (if any) or on Common Property unless with the prior written approval of the Owners Corporation.
- 11.3 An Owner or Occupier receiving goods shall ensure that any vehicles which are loading or unloading goods do not:
- (a) park or stand upon the access driveways or landscaped areas;
  - (b) obstruct access to other Lots, other carspaces or the access or carspaces within the Building.
- 11.4 If an Owner or Occupier is moving in or out of a Lot or moving large furniture items through Common Property, where the Owner or Occupier:
- (a) would require use of any lifts to the exclusion of other persons entitled; and/or
  - (b) may obstruct Common Property to the exclusion of other persons entitled;
- then the Owner or Occupier must provide the Owners Corporation with at least 48 hours notice.
- 11.5 In respect to a request to or a consent from the Owner or Occupier arising out of By-law 11.4, the Owner or Occupier must:
- (a) comply with reasonable requirements of the Owners Corporation;
  - (b) repair any damage that is caused to Common Property;
  - (c) immediately clean any mark or spillage caused;

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- (d) dispose of any boxes or cartons in accordance with these By-laws.

## 12. Garbage Disposal

12.1 An Owner or Occupier must not:

- (a) place or allow to remain garbage on undesignated Common Property or any other Lot (unless with the permission of the Owners Corporation or the respective Owner or Occupier) or on any public access ways such as footpaths, roadways, reserves and the like;
- (b) place any Garbage in an area of the Lot (including the carspace) which is visible from outside the Lot;
- (c) dispose of any garbage, recyclable material or waste in breach of the recycling guidelines of the Council, any other Government Agency and the Owners Corporation.

12.2 Notwithstanding anything contained in by-laws 12.1 and 12.2 the Owners Corporation may designate one contractor only, for the collection of waste/garbage so that efficiency of collection and the security within the Strata Scheme complex may be maintained.

## 13. Storage of Liquids & Materials

13.1 An Owner or Occupier must ensure that no goods, materials, chattels or waste are stored or used on the Common Property or on the carspace attaching to the Lot.

13.2 An Owner or Occupier must not, use or store on the Lot any flammable liquids, substances, chemicals, gases, or materials unless such substances are of a reasonable quantity and are stored for lawful purposes, such as cleaning, and which do not exceed or breach any guidelines or any regulations issued by a Government Agency.

## 14. Window Coverings

In addition to the requirements under the Architectural Standards in respect to window coverings (such as curtains and blinds in the Lot which are visible from outside the Lot), the Owners Corporation may specify the colour, brand and/or design of such window coverings so as to comply with the Standards of the Strata Scheme.

## 15. Cleaning Windows and Doors

An Owner or Occupier of a Lot must keep clean all internal and external surfaces of glass in windows and doors on the boundary of the Lot (even if they are Common Property), including so much as forms part of the Common Property, unless:

- (a) such glass or part thereof or such door cannot be safely accessed by the Owner or Occupier of the Lot; or
- (b) the Owners Corporation resolves that it will keep such glass or part thereof or such door clean.

## 16. Air-Conditioning

16.1 Each Owner has:

- (a) a special privilege to connect to and use Common Property and the condenser unit and distribution system; and
- (b) exclusive use and enjoyment of air-conditioning plant, cables, conduits, pipes and ducts, exclusively servicing their Lot.

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16.2 Each Owner must:

- (a) repair, maintain and replace air conditioning plant, cables, conduits, pipes and ducts, which exclusively services their Lot, including using contractors approved by the Owners Corporation;
- (b) pay the Owners Corporation according to the metered readings (or as reasonably apportioned) of condenser water used by their air-conditioning plant;
- (c) comply with all requirements and guidelines issued by Government Agencies in respect to air conditioners and air conditioning plant;
- (d) repair any damage to Common Property or any other Lot caused by exercising rights under this By-law 16; and
- (e) indemnifies the Owners Corporation against all claims and liability cause by the Owner exercising its rights under this By-law.

16.3 The Owners Corporation:

- (a) shall issue the Owners referred to in By-law 16.1 with regular invoices for their costs under this By-law;
- (b) specify the time for payment of such invoices and discontinue the supply of condenser water during the period that the Owner has not paid the Owners Corporation the costs due under this By-law.

17. **Other Obligations on the Owner or Occupier**

An Owner or Occupier must:

- (a) keep their Lot in a state of good and serviceable condition and repair;
- (b) not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis;
- (c) not do anything which compromises the Standards of the Strata Scheme;
- (d) comply with all laws affecting their Lot including, without limitation, requirements of any Government Agencies;

18. **Fire, Health & Safety Regulations in the Strata Scheme**

An Owner, Occupier and the Owners Corporation:

- (a) must ensure that reasonable action has been taken to prevent fires and other health or safety hazards;
- (b) must not interfere with or obstruct access to the fire safety equipment or fire escapes;
- (c) must take all due care to ensure that fire, security, health and safety regulations are adhered to and must comply with the regulations of the Government Agencies;
- (d) must not do anything either within the Lot or on Common Property which may create a hazard or danger to an Owner, Occupier or Invitee of another Lot;

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- (e) must ensure their Lot is kept free of vermin and pests and shall employ pest exterminators at their own expense as and when required;
- (f) must ensure that only clean and unpolluted water shall be discharged into the stormwater drainage system and that liquid wastes shall be discharged to the sewer in accordance with the requirements of the Government Agencies.

### 19. Animals

- 19.1 The Strata Scheme is a commercially orientated scheme and the keeping of animals is not permitted however an Occupier may bring onto the Common Property or Lot, without the consent of the Owners Corporation, a guide dog if needed by an Occupier because they are visually or hearing impaired.

### 20. Naming the Strata Scheme

The Owners Corporation has the sole right and discretion to erect, alter and permit to remain signs on Common Property, subject to approval by any relevant Government Agency, that show the name designated to the Strata Scheme complex, the address and any directory of the Occupiers.

### 21. Damage to Common Property

- 21.1 An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the Owners Corporation.
- 21.2 Any approval given by the Owners Corporation under by-law 21.1 cannot authorise any Works to the Common Property and such approval must be sought in accordance with By-law 22.
- 21.3 Subject to the provisions contained in by-law 21.4, this by-law 21 does not prevent an Owner or Occupier arranging and/or installing:
- (a) any standard locking device for the protection of the Lot against intruders or to improve safety within the Lot; or
  - (b) any device used to affix decorative items to the internal surfaces of walls within the Lot.
- 21.4 An Owner must ensure that any such device referred to in by-law 21.3:
- (a) is to be installed in a competent and workmanlike manner; and
  - (b) is or once installed will be in keeping with the Standards of the Strata Scheme; and
  - (c) is maintained, kept in a state of good repair and replaced from time to time as necessary at the expense of the Owner or Occupier; and
  - (d) where any damage is caused to any part of Common Property by the installation, replacement or removal of such device, is repaired by the Owner or Occupier at their own expense.
- 21.5 An Owner or Occupier must repair and/or provide compensation to the Owners Corporation for any damage to Common Property caused either by the Owner or Occupier, an Invitee or any other person or contractor doing work in the Strata Scheme at the request of the Owner or Occupier.



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21.6 An Owner or Occupier must not interfere with or damage Common Property or remove or damage the equipment or belongings of the Owners Corporation unless with the prior consent of the Owners Corporation.

### 22. Alterations and Works

22.1 Should an Owner wish to carry out any Works in the Strata Scheme then the Owner must:

- (a) ensure the proposed works are in compliance with the Standards of the Strata Scheme;
- (b) submit an application and obtain the consent of the Owners Corporation and Council including, but not limited to, providing copies of all applications, approvals, plans and specifications;
- (c) identify and locate any structural walls and columns, waterproofing, any additional waterproofing or soundproofing requirements, service pipes and lines to ensure same are not damaged or services interrupted;
- (d) provide a certificate by a duly qualified structural engineer (an/or by any other necessary specialised consultant, such as an hydraulics consultant) addressed to the Owners Corporation, that certifies that the Works, if undertaken in accordance with the plans and specifications provided to the Owners Corporation, will not affect the structural integrity of the building or any part of it;
- (e) ensure that the contractors employed to carry out the Works are qualified, licensed and have the appropriate insurance, including providing copies to the Owners Corporation;
- (f) advise the Owners Corporation at least 5 working days prior to the commencement of the Works and comply with all other By-laws contained herein and any other reasonable requirements of the Owners Corporation in relation to access in the moving of building material;
- (g) comply with any additional requirements under the Strata Management Statement.

22.2 In undertaking the Works, once approved, the Owner (including his consultants and contractors) must:

- (a) use best-quality and appropriate materials in a proper and skilful manner;
- (b) comply with all conditions and requirements of the Council, the Building Code of Australia (as in force from time), the Australian Standards (as designated from time to time) and any conditions of the approval granted by the Owners Corporation;
- (c) not obstruct the reasonable use of the Common Property in the course of or ancillary to carrying out the Works;
- (d) comply with the requirements of any building consultant or engineer engaged by the Owners Corporation to inspect or supervise the Works for the purpose of ensuring compliance with the provisions of this by-law;
- (e) complete the Works as soon as is practicable but at least within three calendar months from commencement of the Works.

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22.3 After completion of the Works, the Owner must obtain and provide to the Owners Corporation:

- (a) a certification from Council that the Works have been satisfactorily completed and are fit for use;
- (b) a report from a certified engineer certifying that the Works comply with the plans and specifications and the Building Code of Australia and the Australian Standards;
- (c) repair any damage caused to the Common Property or any other Lot which was caused or contributed to by carrying out of the Works.

22.4 The Owner:

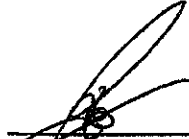
- (a) indemnifies the Owners Corporation against any liability, claim or expense arising out of the Works including, but not limited to:
  - (i) an increase in the insurance premium or excess payable by the Owners Corporation;
  - (ii) any work or rectification carried out by the Owners Corporation due to a breach of this by-law by the Owner;
  - (iii) any claim by another Owner in respect to any damage or defect of the Works.
- (b) must apply the proceeds of any claim against the contractor who carried out the Works or its insurer towards (or by way of reimbursement) the repair or completion of the Works;
- (c) acknowledges the Owners Corporation may at its option make and conduct any claim against the contractor who carried out the Works or its insurer;
- (d) appoints the Owners Corporation as its attorney for the purpose of making a claim pursuant to clause 22.4(c) and shall, at the request of the Owners Corporation, do any act required to give effect to this authority.
- (e) must meet all reasonable expenses of the Owners Corporation incurred in the enforcement of this by-law 22 including legal expenses and the expenses of any building consultant or engineer appointed by the Owners Corporation.

\*\* end of By-Laws \*\*

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## Execution by Registered Proprietor

EXECUTED BY )  
ST HILLIERS INVESTMENTS PTY )  
LTD in accordance with section 127 of )  
the Corporations Act 2001: )  
ACN 100 507 068 )

  
\_\_\_\_\_  
Director/Secretary

RALPH GAGLIANO  
\_\_\_\_\_  
[Print Name]

  
\_\_\_\_\_  
Director - ALTERNATE


J CUMMINS  
\_\_\_\_\_  
[Print Name]


## Execution by Mortgagee

Mortgagee under Mortgage No. 9259194

Signed at Sydney this 7th day of  
October 2004 for National

Australia Bank Limited ABN 12 004 044 937  
by **Fiona Ferguson** its duly  
appointed Attorney under Power of Attorney  
No. 549 Book 3834

  
.....  
Manager

  
.....  
Witness/Bank Officer Mandy Saf  
255 George Street, Sydney NSW

REGISTERED  09-11-2004