

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 04/12/2018 11:43
Order No. 54536708
Certificate No: 85152223
Your Reference: SP86684 DealingAN818721
Certificate Ordered: NSW LRS - Copy of Dealing - Dealing AN818721
Available: Y
Size (KB): 846
Number of Pages: 30
Scan Date and Time: 30/10/2018 14:02

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**CONSOLIDATION/
CHANGE OF BY-LAW:**

New South Wales
Strata Schemes Management Act
Real Property Act 1900



AN818721Y

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(A) **TORRENS TITLE**

For the common property CP/SP 86684
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D459919

(B) **LODGED BY**

Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any STRATA TITLE MANAGEMENT P O BOX 2727 TAREN POINT NSW 2229	CODE CH
	Reference: SP 86684 STRATA TITLE MANAGEMENT / PH:92662600	

(C) The Owners-Strata Plan No. 86684 certify that a special resolution was passed on 20/8/2018
(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows---

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. NOT APPLICABLE
Amended by-law No. SPECIAL BY-LAW 13
as fully set out below:

REFER TO SPECIAL BY-LAW 13 (OUTDOOR VERTICAL BLIND) ON PAGE 27-30 OF ATTACHED ANNEXURE 'A'.

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"

(G) The seal of The Owners-Strata Plan No. 86684 was affixed on 29/10/2018 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: *L. Kopellos*
Name: LYNNE KOPELLOS.
Authority: STRATA MANAGING AGENT



Signature: _____
Name: _____
Authority: _____

ANNEXURE 'A'

STRATA SCHEME NO 86684 **ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS**

Strata Plan 86684 1 Distillery Drive, Pyrmont NSW

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Consolidation of By-Laws

1. Residential Use

1.1 Conditions in the Development Consent and/or LEP stipulate:

- (a) that the development must be for Residential Development;
- (b) "Residential Development" in Sydney Local Environmental Plan 2005 for Ultimo Pyrmont (LEP) prohibits use of housing property for anything other than residential use or by leasing subject to the Residential Tenancies Act, 1987, for terms of at least 3 months. Other short term uses such as temporary rental of rooms, serviced apartments, backpacker use are prohibited and must not be advertised;
- (c) that the total number of adults residing in any lot must not exceed twice the number of approved bedrooms;
- (d) that no more than two adult people may occupy any bedroom and no bedroom may contain more than two beds. This excludes children, childrens' beds and bassinets or cots;
- (e) that use of rooms for sleeping accommodation, other than rooms designated in the Development Consent as bedrooms is prohibited; and
- (f) a certificate signed by the Owners Corporation certifying that all Residential Lots are either Owner occupied or are subject to residential leases under the Residential Tenancies Act, 1987 must be forwarded to Council within 12 months of the completion of the Building and every 12 months thereafter.

1.2 The Owners Corporation must provide the certification required by Council as specified in by-law 1.1(f).

1.3 An Owner or Occupier of a Residential Lot must, on written request by the Owners Corporation, provide the Owners Corporation with written notice, in the form reasonably required by Council and by the Owners Corporation, confirming compliance with the conditions of the Development Consent as they are set out in by-law 1.1.above.

2. Leasing of Residential Lots

2.1 Owners must ensure that:

- (a) any letting of any lot is recoded under the terms of a residential lease under the Residential Tenancies Act, 1987;
- (b) that any leasing agent is made aware of the restriction imposed under the Development consent as disclosed in by-law 1;
- (c) all reasonable endeavours are taken to ensure compliance with by-law 1; and
- (d) that a copy of these by-laws, as registered is attached to any residential lease entered into (this is a requirement of the Residential Tenancies Act, 1987).

3. Flooring Coverings

REPEALED 2013 EGM – 06/02/2013

4. Keeping of animals

- 4.1 The provisions of By-law 21.3 to 21.5 of the Community Management Statement apply to the keeping of animals within Jackson Landing. The power of the Community Association to approve pets in Strata buildings has been delegated by the Community Association to the relevant Owners Corporations. These are set out (as delegated or amended) in the following subparagraphs.
- 4.2 Owners and occupiers must obtain the written approval of the Owners Corporation before they keep any animal or bring any animal onto any lot or Community Property.

Rules

- 4.3 If an owner or occupier is permitted under these by-laws to keep an animal then the owner or occupier:
- (a) must ensure that the animal is at all times kept under control and within the confines of that owner or occupier's lot; and
 - (b) must ensure that, when on any other part of the common property or the Community Association land the animal is accompanied by the owner or occupier; and
 - (c) must, when on any part of the Community Association land, keep the animal appropriately tethered and under control; and
 - (d) is liable to the owners and occupiers of other lots and each other person lawfully on the common property or Community Association land for:
 - (i) any noise which is disturbing to an extent which is unreasonable; and
 - (ii) for damage to or loss of property or injury to any person caused by the animal; and
 - (e) is responsible for cleaning up after the animal any where on the common property or the Community Association land.
- 4.4 This by-law:
- (a) applies to any owner, occupier or visitor to the Building or the Community Association land;
 - (b) does not prevent the keeping of a dog used as a guide or hearing dog; and
 - (c) does not allow an Excluded Dog to be kept or brought onto any lot or Community Association land or common property.

5. Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the Security Services Manager, Gatehouse Bowman Street, Jacksons Landing so as to enable a representative to be present at the time when the owner or occupier does so.

6. Noise

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

7. Drying of laundry items

An owner or occupier of a lot must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any balcony or terrace in such a way as to be visible from outside the Building.

8. Cleaning windows and doors

8.1 An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property if those windows and doors can be safely accessed by the owner or occupier from within his or her own lot.

8.2 The Owners Corporation is responsible for the cleaning of all other glass.

9. Garbage disposal

9.1 This by-law is subject to the provisions of the Community Management Statement.

9.2 The strata scheme has shared receptacles for garbage, recyclable material or waste and an owner or occupier:

(a) must ensure that before refuse, recyclable material or waste are placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and

(b) must promptly remove any thing which the owner or occupier may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

10. Appearance of lot

10.1 The owner or occupier of a lot must not, without the written consent of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

10.2 This bylaw does not apply to the hanging of any washing towel, bedding, clothing or other article as prohibited by by-law 7.

10.3 In particular, owners and occupiers must comply with the rules regarding signage contained in the Community Management Statement; the requirements of all competent authorities; these by-laws and the Community Management Statement.

11. Balconies and Courtyards

1.11 Balconies within the Building are not to be enclosed by any screens, blinds, wind-breaks, wind or sunscreens or similar structures located on or within the balcony areas or fixed to the outside face of the balconies/doors/windows without the written consent of the Owners Corporation and the Council. This condition excludes any screens or shutters installed by the Original Owner under the Development Consent.

11.2 An owner or occupier must keep all internal courtyards and balconies clean, tidy and well maintained.

11.3 If there are planter boxes on or within a balcony of a lot an owner or occupier must:

- (a) properly maintain the soil in the planter boxes; and
- (b) when watering the plants or soil make sure that the water does not go on to common property or another lot.

12. Curtains etc

Any curtain, blind, shutter or other treatment in a window or door, which faces public or common areas, must have a backing coloured white.

13. Maintenance and Repair of Air Conditioning Units (AMENDED: 19/08/2013 [AH986134])

Part 1

Preamble - Introduction

- (a) At the time of registration of the strata scheme air conditioning units were installed to serve each lot. Each air conditioning unit serves only one lot.
- (b) This by-law provides that lot owners are responsible to maintain and repair the air conditioning units that serve their individual lots.
- (c) This is a by-law made under the provisions of s.141 of the Strata Schemes Management Act 2015.

Part 2

Definitions

"air conditioning system" means the air conditioning system that serves a lot and all fittings and fixtures whether located in the lot or on common property.

Part 3

Maintenance and Repair of air conditioning units

- (a) Each lot owner is responsible for the maintenance and repair of the air-conditioning system that serves that owner's lot.
- (b) The maintenance and repair responsibilities of each lot owner include the responsibility to have the air-conditioning system serviced annually in accordance with manufacturer's requirements.

Part 4

Removal or replacement of existing air-conditioning systems

- (a) Any lot owner who wishes to remove or replace the air-conditioning system that serves their lot must obtain the approval of the Executive Committee to do so. Requests for approval must be in writing, and must contain details of the works proposed to be carried out, including the specifications of any proposed replacement.
- (b) The Executive Committee may request further information before a request for approval is considered, and an applicant lot owner will comply within the time limit set by the Executive Committee.

- (c) Approval by the executive committee will always be conditional on the works being carried out in a good and workmanlike manner by qualified tradespersons and in accordance with all relevant legislation, and may include a requirement to obtain approval in accordance with by-law 2 of the community statement for DP 272015 and may also require the making of a by-law and a special resolution pursuant to s.108 of the Strata Schemes Management Act 2015 authorising the carrying out of the works.

Part 5

Maintenance and repair works

- (a) All maintenance and repair works on air-conditioning units must be carried out by qualified tradespersons in a good and proper manner using materials that are suitable for the works.
- (b) All works that are carried out are carried out on the condition that the lot owner indemnifies the owners corporation against any loss, damage, injury however occasioned arising out of the carrying out of the works.

Part 6

Breach of This By-Law

- (a) If the Executive Committee forms the view that a lot owner has not complied with this by-law, the Executive Committee may send written notice to the lot owner specifying the non-compliance and requiring that the breach be remedied by a specified date.
- (b) If the breach is not rectified within the time set by the Executive Committee, the Owners Corporation may by its servants, agents and contractors carry out such repairs and maintenance as are necessary and recover the cost of the works from the lot owner as a debt.

14. Furniture and possessions on balconies and roof top terraces

14.1 Owners and occupiers of Lots must ensure that any furniture, possessions and other items on balconies and rooftop terraces are secured or safely stored in order to prevent any item from blowing away or falling from the balcony or terrace, Without limitation:

- (a) any umbrellas used must be weighted at the base;
- (b) umbrellas must never be left up when balcony or terrace is not in use or in high winds; and
- (c) all portable items (towels, toys, utensils should be removed from balcony or stored securely) when the balcony or terrace is not in use.

14.2 Owners and occupiers are responsible for any damage or loss occasioned by items falling from their balconies or terraces.

15. Installation of audio/audio visual equipment/other fixtures/fittings to interlot walls & ceilings

15.1 Owners and occupiers must obtain the consent of the Owners Corporation before installing or attaching any audio or audio visual equipment or other fixtures or fittings to the inter lot wall or ceiling of a lot.

15.2 The Owners Corporation must consent to the proposed installation or attachment if the owner or occupier provides a certificate from an acoustic engineer and a structural engineer that certifies the structural and acoustic integrity of the wall and ceilings will not be compromised by the proposed installation.

16. Building Works

16.1 Notice to Owners Corporation

An owner or occupier must not alter the structure of a lot without providing notice to the Owners Corporation of the proposed alterations and obtaining written authorisation from the Owners Corporation.

16.2 The notice under By-law 16.1 must describe the proposed alterations in sufficient detail for the Owners Corporation to ascertain:

- (a) the estimated time period for the carrying out of the proposed alterations;
- (b) the nature and extent of the proposed alterations;
- (c) whether any common property will be affected; and
- (d) whether the consent of the Community Association is required in accordance with the provisions of the Community Management Statement.

17. Structural Support in the Building

An owner or occupier must not carry out any alteration to any part of the Building which renders structural support to any other part of the Building without first submitting copies of all relevant plans and approvals to the Owners Corporation and obtaining the written permission of the Owners Corporation to the proposed alteration. The consent of any competent authority must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by the consent authority and the Owners Corporation.

18. Change in use of lot to be notified

18.1 An occupier of a lot must notify the Owners Corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

18.2 Nothing in this by-law should be construed as authorising any owner or occupier of any lot to change the use of his or her lot. Any change of use of a lot must comply with the Development Consent or be approved in writing by the Council.

19. Storage of inflammable liquids and other substances and materials

19.1 An owner or occupier of lot must not, except with the approval in writing of the Owners Corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

19.2 This bylaw does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, nor any chemical, liquid, gas or other material confined within the fuel tank of a motor vehicle or internal combustion engine.

20. Barbeques on balconies

20.1 Only gas barbeques may be used on balconies.

- 20.2 A gas cylinder (or bottle) for a barbeque must be fixed to a holder which is located a minimum of 2 metres from the living area.
- 20.3 Owners or occupiers may only use and store a gas cylinder (or bottle) for the barbeque with provided the provisions of this by-law are complied with. The Executive Committee has the authority to direct removal of any barbeques, gas cylinders or bottles that do not comply with the provisions of this bylaw,
- 20.4 No other inflammable chemical, liquid or gas or other inflammable material may be stored on the balcony of any lot.

21. Security keys

- 21.1 The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.
- 21.2 The Owners Corporation must make Security Keys available to:
- (a) Owners and
 - (b) persons authorised by the Owners Corporation.
- 21.3 The Security Keys provided to persons under by-law 21 need only provide access to the parts of the Building which those persons are entitled to access.
- 21.4 The Owners Corporation may charge a reasonable fee for a Security Key required by an owner of a lot.
- 21.5 An owner of a lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any occupier of a lot and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the Security Key to the owner or the Owners Corporation.
- 21.6 A person to whom a Security Key is made available must:
- (a) not duplicate or copy the Security Key;
 - (b) immediately notify the Owners Corporation of the Security Key is lost, stolen or misplaced;
 - (c) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and
 - (d) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

CARPARKS

22. Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except, with the written approval of the Owners Corporation. Without limitation, this includes visitor parking and loading docks.

23. Use of Carparking Spaces

- 23.1 Onsite carparking spaces, except spaces for service vehicles (ie the loading dock) and visitors must only be used by occupants of the Building. Owners and occupiers

are not permitted to lease, licence or transfer ownership of any carparking space to any person other than an occupant of the Building. This by-law is imposed as a condition of the Development Consent for the Building. As such, it cannot be repealed or modified without the consent of the Council.

- 23.2 An owner or occupier of a lot may not use any power point located within the carparking space attached to his or her lot (if any) to power any electrical equipment on a continuing basis. These power sources may only be used by owners or occupiers for small appliances and on a short-term basis.
- 23.3 The Owners Corporation has the right to use any power source located within a lot provided that use complies with the restrictions imposed by by-law 23.2.
- 23.4 The Owners Corporation has the right to disconnect any power source used by an owner or occupier in contravention of by-law 23.2.
- 23.5 Owners or occupiers must not park cars in designated visitor parking spaces, Visitor car parking spaces can only be used by Permitted Persons for a consecutive period of up to 8 hours.

24. Storage of Bicycles

An owner or occupier must not:

- (a) permit any bicycle to be stored in the common property except in designated areas; nor
- (b) permit any bicycle to be brought into any part of the common property including the foyer, stairwells, hallways, garden areas, walkways, balcony or other parts of the common property as may be designated by the Owners Corporation from time to time.

COMMON PROPERTY & BEHAVIOUR ON COMMON PROPERTY

25. Community Room

- 25.1 The Community Room on Basement Level 1 of the Building is intended for the joint use of owners and occupiers and public meetings (by booking).
- 25.2 General public access to the Community Room is available via an external door on the southern side of the Building.
- 25.3 Access to the Community Room for disabled people, their carers and invitees must be granted through the front foyer and lift within the Building.
- 25.4 The Owners Corporation can make rules relating to the use of the Community Room or may delegate that authority to the Executive Committee.
- 25.5 It is a provision of the Development Consent that the hours of operation of the Community Room are restricted to between 7.00 am and 10.00 pm Mondays to Sundays.

26. Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

27. Damage to lawns and plants on common property

An owner or occupier of a lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property,

28. Damage to common property

28.1 An owner or occupier of a lot 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 without the approval in writing of the Owners Corporation.

28.2 An approval given by the Owners Corporation under by-law 28.1 cannot authorise any additions to the common property.

28.3 This bylaw does not prevent an owner or person authorised by an owner from installing:

- (a) any locking or Other safety device for protection of the owner's lot against intruders, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children, or
- (d) any permitted cosmetic works pursuant to the Strata Schemes Management Act 2015.

28.4 Any such locking or safety device, screen, other device or structure must satisfy fire safety compliance measures, be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.

28.5 Despite s.106 of the Strata Schemes Management Act 2015, the owner of a lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 28.3 that forms part of the common property and that services the lot; and
- (b) repair any damage caused to any damage caused to any part of the common property by the installation or removal of any locking of safety device, screen, other device or structure referred to in by-law 28.3 that forms part of the common property and that services the lot.

29. Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

30. Children playing on common property in building

An owner or occupier of a lot must not permit any child under the age of 12 of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

31. Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

32. Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

33. Notice Board

The Owners Corporation must cause a notice board to be affixed to some part of the common property.

34. Lifts on common property within the Building

34.1 The Owners Corporation must establish a contract for the repair, replacement, service and maintenance of all building lifts installed within common property within the Building (the Service Contract). The Service Contract must require servicing and maintenance of all lift plant and equipment as often as is recommended by the manufacturer.

34.2 The cost of the Service Contract for the building lifts is payable by all lot owners on a unit entitlement basis.

34.3 Owners and occupiers must:

- (a) not allow children to operate any lifts; and
- (b) obey the instructions regarding use and operation of lifts issued from time to time by the Executive Committee; and
- (c) take all reasonable steps to ensure that any invitees to or occupiers of their lots are aware of the requirements of and comply with this by-law.

35. Access to services and plant and equipment rooms

35.1 S.122 of the Strata Schemes Management Act 2015 gives power to the Owners Corporation, its agents, employees or contractors, power to enter on any part of the parcel for the purpose of carrying out work required to be carried out by the Owners Corporation under the Strata Schemes Management Act 2015 or by an order made under the Strata Schemes Management Act 2015 or required by any public authority. Persons must not obstruct or hinder the Owners Corporation in the exercise of its functions under s.122 of the Strata Schemes Management Act 2015.

35.2 Owners and occupiers of lots must allow access to the Owners Corporation, its agents, employees or contractors access to their lots for the purpose of carrying out any necessary works or servicing of the building or its services, even when access to any plant, equipment or services is via that owner or occupier's lot. The Owners

Corporation, via the Executive Committee or the Strata Manager must except in the case of an emergency, endeavour to give reasonable notice and make an appointment for any required access.

36. Rules

- 36.1 The Owners Corporation may make, amend and at any time add to rules for the control, management, operation use and enjoyment of the common property and the parcel.
- 36.2 The rules must be consistent with these bylaws. To the extent that any rule is inconsistent with these by-laws or the requirements of any competent authority, the by-laws or requirements of the authority prevail.
- 36.3 The rules bind owners, occupiers and a mortgagee in possession of a lot.

37. Rooftop louver systems

- 37.1 Owners or occupiers for the time being of any lot that contains common property roof louvers are solely responsible for the cleaning and maintenance of any louvers within, their lot, but only insofar as the louvers are safely accessible from their lots.

GENERAL

38. Other service agreements

- 38.1 The Original Owner may enter into other service agreements for provisions of services and/or maintenance and repair of plant and equipment within the Building, whether it does so as a requirement of the Development Consent or for the good order and management of the Building.
- 38.2 The Owners Corporation must accept an assignment or novation of any such service agreement and must maintain appropriate service agreements throughout the life of the strata scheme.
- 38.3 The cost of any service agreement is payable by all lot owners whose lots receive the benefit of any service contract in the proportion that his or her lot bears to the total unit entitlement of lots that receive the benefit.

39. Provision of Amenities or Services

- 39.1 The Owners Corporation may by resolution determine to enter into arrangements for the provision of amenities or services to one or more of the Lots, or to the owners or occupiers including.
 - (a) window cleaning;
 - (b) garbage disposal and recycling services;
 - (c) electricity, water or gas supply;
 - (d) telecommunication services; and
 - (e) security services.
- 39.2 If the Owners Corporation makes a resolution referred to in this by-law to provide an amenity or service to a Lot or to an owner or occupier, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

40. Community Management Statement

40.1 Effect on the Strata Scheme

The Community Management Statement contains bylaws which affect the Strata Scheme including:

- (a) rights and obligations of owners and occupiers;
- (b) rights and obligations of the Community Association and the Owners Corporation;
- (c) the keeping of animals;
- (d) behaviour on Community Property and Common Property;
- (e) garbage collection;
- (f) carrying out building works; and
- (g) security.

40.2 Comply

An Owner or Occupier must comply with the Community Management Statement.

40.3 Breach

- (a) A breach of by-laws contained in the Community Management Statement amounts to a breach of these bylaws.
- (b) Nothing in these by-laws allows an Owner or Occupier to do something which is prohibited or regulated by the Community Management Statement.

41. Architectural Standards and Landscape Standards

41.1 Who May Prescribe

Under the Community Management Statement:

- (a) the Community Association may prescribe architectural standards and landscape standards in relation to the Community Scheme; and
- (b) the Owners Corporation may prescribe architectural standards and landscape standards in relation to the strata scheme.

41.2 Who is bound?

Owners and occupiers must comply with architectural and landscape standards.

42. Caretaking Agreement

REPEALED 2017 AGM

43. Developers Rights

43.1 Restricted Use Rights

To enable the Developer to carry out Development Activities on the Community Parcel, the Owners Corporation grants the Developer restricted use rights in accordance with clause 54 of the Community Land Management Act 1989 over the Common Property on the terms of this by-law.

43.2 End of Restricted use rights

Restricted use of the Common Property ceases when the Developer serves a notice on the Owners Corporation informing the Owners Corporation that the Development Activities requiring the use of the Common Property have been completed.

43.3 Despite bylaw 43.2, restricted use of the Common Property ceases when the Developer is no longer the registered proprietor of any community development lot.

Developer's obligations

43.4 The Developer must:

- (a) repair any damage to the Common Property as soon as practicable after the damage occurs; and
- (b) keep interference with the use of the Common Property by the Owners Corporation and Occupiers to a minimum so far as is consistent with the Development Activities.

43.5 Levies

There are no matters relating to the determination, imposition and collection of levies arising with respect to the rights under this by-law.

DICTIONARY

In these by-laws, unless the context requires otherwise, defined terms have the same meaning as in the Community Management Statement

Air Conditioning Equipment means an air conditioner inside a lot or on the roof of the Building and includes air conditioning plant and equipment; pipes, wires, cables, vents and ducts servicing air conditioning plant and equipment, but excludes filters.

Antias means the Building.

Building means the building constructed at 1 Distillery Drive, Pyrmont comprising a residential apartment building with basement parking known as Antias, 1 Distillery Drive, Pyrmont.

Council means the Council of the City of Sydney.

Development Consent means development consent No. D/2008/2135 or any modification of that consent.

Excluded Dog means:

- (a) American pit bull terrier or pit bull terrier;
- (b) a dogo Argentino;

- (c) a fila Brasileiro;
- (d) a Japanese Tosa;
- (e) any other outcross;
- (f) any dog prohibited from importation into Australia by the Commonwealth Government by or under the *Customs Act 1901*; and
- (g) any dog declared by an authorised officer of a council under the *Companion Animals Act 1998* (or the regulations passed under that Act) to be a restricted dog.

Management Act means the Strata Schemes Management Act 2015 as amended.

Owners Corporation means the Owners Corporation formed on registration of the strata scheme for the Building.

Permitted Person means a person on the parcel with the express or implied consent of the Owners Corporation or an owner or occupier.

SPECIAL BY-LAW 1 - INSTALLATION OF WATER TAPS AND GAS OUTLETS ON BALCONIES

Part 1

Introduction, Definitions & Interpretation

- (a) The Owners Corporation has resolved to regulate the installation of water taps and gas outlets on balconies of lots so as to permit owners to enhance the use and enjoyment of individual lots.
- (b) Under the terms of this by-law an owner of a lot installing a water tap or a gas outlet on a balcony shall be responsible for the maintenance and repair, the replacement or renewal and the removal of the water tap or gas outlet, all at that owners cost.
- (c) So far as the works involve any alteration, improvement or enhancement of the common property this by-law records the approval of the Owners Corporation in terms of Section 108 of the Management Act and the obligation of the Owner to maintain those works in a state of good and serviceable repair.
- (d) In this by-law:
 - (i) "Council" means City of Sydney Council.
 - (ii) "Section 143 By-law" means a by-law made under section 143 of the Strata Schemes Management Act 2015.
 - (iii) In this by-law, words defined in the Strata Schemes Management Act 2015 have the meaning given to them in that Act.

Part 2

Terms

- (a) An owner of a lot must not install, attach or affix a water tap or a gas outlet on the balcony of the owner's lot except in compliance with the following terms and conditions.

Part 3

Terms and Conditions: Prior to Installation

- (a) Prior to installing a water tap or a gas outlet an owner must:
 - (i) Provide the Owners Corporation with a copy of any requisite approval of Council, including all conditions of approval, drawings and specifications.
 - (ii) Obtain the written approval of the Owners Corporation to the specifications and locations of the proposed tap or gas outlet, including details of the connection of the facility to the existing gas and/or water supply.
- (b) In determining its approval under the terms of this by-law the Executive Committee may impose such conditions as it considers appropriate.

Part 4

Terms and Conditions: Installation-General

In installing a water tap or gas outlet an owner must: -

- (a) If applicable, comply with all conditions of approval of Council.
- (b) Comply with the terms of this by-law.
- (c) Comply with all conditions of approval of the Owners Corporation.
- (d) Comply with the manufacturer's specifications.
- (e) Have the installation carried out by an appropriately licensed and insured tradesman in a proper and skilful manner and in compliance with all applicable Building Codes, the Home Building Act and other applicable Statutes.
- (f) Perform the installation in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
- (g) Ensure that none of the works encroaches onto an adjoining lot or an adjoining property.
- (h) In performance of the installation maintain the structural integrity, the integrity of waterproofing and fire safety of the building. Any penetration of the common property or a fire rated element is to be sealed in accordance with the Building Code of Australia and relevant Australian Standards.

Part 7

Terms and Conditions: Keeping a water tap or a gas outlet

- (a) An owner of a lot cannot install or keep an additional water tap or gas outlet if its presence would place the Owners Corporation in breach of its obligations under Occupational Health & Safety requirements or the requirements of WorkCover or other relevant statutory authority.
- (b) An owner of a lot in which a water tap or gas outlet is installed pursuant to this by-law must maintain a water tap or a gas outlet installed on the balcony of the lot in a state of good and serviceable repair and must renew or replace the tap or outlet when necessary.

- (c) An owner of a lot in which a water tap or gas outlet is installed pursuant to this by-law must maintain those areas of the common property that represent a point of contact between the installation of the water tap or gas outlet and the common property.
- (d) For the purpose of this by-law any water tap or gas outlet installed shall remain the property of the owner of the lot installing it or the owner of the lot served by it whether or not the owner of that lot installs it.
- (e) An owner of a lot in which a water tap or gas outlet is installed pursuant to this by-law must at the owner's own cost repair any damage to the common property or the property of the owner or occupier of another lot occurring in the installation, maintenance, replacement, repair or renewal of a water tap or gas outlet.
- (f) An owner of a lot in which a water tap or gas outlet is installed pursuant to this by-law must indemnify the Owners Corporation and the owners and occupiers of other lots against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or at by reason of the installation of the additional structure or would not have been incurred if the additional structure had not been installed or constructed.
- (g) An owner of a lot in which a water tap or gas outlet is installed pursuant to this by-law must indemnify the Owners Corporation against any increase in the costs of insurance of the building attributable to the installation of the water tap or gas outlet. For the purposes of this condition, the certificate of the Owners Corporation's insurer will be conclusive evidence of the fact and of the amount of any increase in an insurance premium or excess payable by the Owners Corporation and attributable to the works.
- (h) An owner of a lot in which a water tap or gas outlet is installed pursuant to this by-law may remove the water tap or gas outlet at the owner's expense and in a workmanlike manner. An owner or occupier must ensure that after a water tap or gas outlet is removed the common property is restored.

Part 8 Breach

- (a) If an owner fails to carry out their obligations under this by-law after being requested in writing to do so, the Owners Corporation will be entitled pursuant to the provisions of s.120(2) of the Strata Schemes Management Act 2015 to carry out the work and recover the costs from the owner as a debt.

Part 9 By-law 28

- (a) The terms of this by-law constitute the approval of the Owners Corporation under by-law 28 (Damage to Common Property).

SPECIAL BY-LAW 2 - MAINTENANCE & REPAIR OF WATER HEATERS

Part 1

Preamble – Introduction

- (a) At the time of registration of the strata scheme hot water systems were installed to serve each lot. Each hot water system serves only one lot.
- (b) This by-law provides that lot owners are responsible to maintain and repair the hot water systems that serve their individual lots.
- (c) This is a by-law made under the provisions of s.141 of the Strata Schemes Management Act 2015.

Part 2 Definitions

- (a) 'hot water system' means the hot water system that serves a lot and all fittings and fixtures whether located in the lot or on common property.

Part 3 Maintenance and Repair of hot water systems

- (a) Each lot owner is responsible for the maintenance and repair of the hot water system that serves that owner's lot.
- (b) The maintenance and repair responsibilities of each lot owner include the responsibility to have the hot water system serviced annually in accordance with manufacturer's requirements.

Part 4 Removal or replacement of existing hot water systems

- (a) Any lot owner who wishes to remove or replace the hot water system that serves their lot must obtain the approval of the Executive Committee to do so. Requests for approval must be in writing, and must contain details of the works proposed to be carried out, including the specifications of any proposed replacement.
- (b) The Executive Committee may request further information before a request for approval is considered, and an applicant lot owner will comply within the time limit set by the Executive Committee.
- (c) Approval by the executive committee will always be conditional on the works being carried out in a good and workmanlike manner by qualified tradespersons and in accordance with all relevant legislation, and may include a requirement to obtain approval in accordance with bylaw 2 of the community statement for DP 272015 and may also require the making of a by-law and a special resolution pursuant to s.108 of the Strata Schemes Management Act 2015 authorising the carrying out of the works.

Part 5 Maintenance and repair works

- (a) All maintenance and repair works on hot water systems must be carried out by qualified tradespersons in a good and proper manner using materials that are suitable for the works.
- (b) All works that are carried out are carried out on the condition that the lot owner indemnifies the Owners Corporation against any loss, damage, injury however occasioned arising out of the carrying out of the works.

Part 6 Breach of This By-Law

- (a) If the Executive Committee forms the view that a lot owner has not complied with this by-law, the Executive Committee may send written notice to the lot owner specifying the non-compliance and requiring that the breach be remedied by a specified date.
- (b) If the breach is not rectified within the time set by the Executive Committee, the Owners Corporation may by its servants, agents and contractors carry out such repairs and maintenance as are necessary and recover the cost the works from the lot owner as a debt.

SPECIAL BY-LAW 3 - INSTALLATION OF FLOOR COVERINGS

Part 1 Definitions

In this by-law:

- (a) "5 Star Rating" means the 5 Star Rating of the Association of Australian Acoustical Consultants; namely:
 - (i) Airborne Sound Insulation of not less than $DnT,w + Ctr \geq 50$ and
 - (ii) Impact Sound Isolation of not more than $LnT,w \leq 45$
- (b) "hard surface flooring" means any flooring material that is not carpet or other soft covering.
- (c) "Council" means the State or Local Government Body or Planning Authority with authority to determine applications under the Environmental Planning & Assessment Act 1979.
- (d) "Section 52 by-law" means a by-law made under and in accordance with Part 7 Division 3 of the Strata Schemes Management Act 2015.

Part 2 Terms

- (a) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (b) No flooring may be installed that does not have at least 5 Star Rating.
- (c) An owner of a lot must not install, attach or affix any flooring to serve his lot; or allow to be installed, attached, affixed or kept; except in compliance with the following terms and conditions.
- (d) Notwithstanding any other provision of this or any other by-law no hard surface flooring may be installed above the bedroom of a lot below.

Part 3 Terms & Conditions

- (a) No work is permitted within the strata scheme that would result in a kitchen, bathroom, laundry or other hard surfaced area within a lot, being relocated to a position above a bedroom or lounge room of a Lot below.
- (b) Prior to installing any flooring the owner must:
 - (i) obtain the written approval of the Owners Corporation to the proposed location, style, design and type of the flooring, the method of installation and connection or construction and the steps taken to address noise transmission; and
 - (ii) provide evidence that the proposal has been designed by an accredited Acoustic Consultant and will have sound insulation performance of at least 5 Star Rating.
- (c) In determining its approval under the terms of this by-law the Owners Corporation will consider the nature of the flooring, the effect of the installation on the occupants of adjacent lots, the details of acoustic treatment and the responsibility for ongoing maintenance and repair and may, as a condition of the approval, require a motion for a Section 52 by-law be placed before a General Meeting of the Owners Corporation.
- (d) In performing the installation or construction the owner must by himself, his agents, servants and contractors: comply with all conditions and requirements of Council; comply with the Building Code of Australia and all pertinent Australian Standards; and comply with the terms of approval given by the Owners Corporation under this by-law.
- (e) The owner at his own cost must repair any damage to the common property or the property of the owner of another lot occurring in the installation, maintenance, replacement, repair or renewal of any flooring.
- (f) The owner must indemnify the Owners Corporation and the owners and occupiers of other lots against:
 - (i) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the installation of the flooring or would not have been incurred if the flooring had not been installed or constructed; and
 - (ii) any liability under s.122 of the Strata Schemes Management Act 2015 for damage to the flooring consequent upon the Owners Corporation performing work to common property.
- (g) After the completion of the installation the owner must provide the Owners Corporation certification by an Acoustic Consultant that the installation has achieved sound insulation performance of at least 5 Star Rating.
- (h) If certification by an Acoustic Consultant that the installation has achieved sound insulation performance of at least 5 Star Rating is not provided the owner must carry out such works as are necessary to obtain such certification.
- (i) The owner must maintain the flooring in a state of good and serviceable repair and must renew or replace it when necessary.

- (j) The owner must maintain those areas of the common property that represent a point of contact between the installation of the flooring and the common property.
- (k) For the purpose of this by-law any flooring shall remain the property of the owner of the lot installing it or the owner of the lot served by it whether or not the owner installed it.
- (l) This by-Law does not apply to floor space comprising a kitchen, laundry, lavatory, bathroom or any other area that is either parquetry or tiled at the time of the registration of the strata plan.

Part 4 Breach

- (a) If an owner breaches this by-law the owners corporation may give the lot owner 21 days' written notice describing the breach and asking for it to be rectified.
- (b) If a lot owner does not rectify a breach, or agree to rectify a breach, within 21 days, the owners corporation its servants or agents may enter the lot for the purpose of carrying out rectification of the breach provided 14 days' notice of entry is given to the owner.
- (c) If the owners corporation carries out rectification works pursuant to this by-law it may recover all costs of and associated with the rectification as a debt.

SPECIAL BY-LAW 4 – OWNERS TO MAINTAIN INDIVIDUAL GARAGE DOORS

Within the meaning of section 106(3) of the *Strata Schemes Management Act 2015* the owners corporation is not required to maintain, renew, replace or repair the garage roller doors for individual lots, door operating mechanisms and sensors for lights & access to garages for individual lots.

SPECIAL BY-LAW 5 – MINOR RENOVATIONS BY OWNERS – DELEGATION OF FUNCTIONS TO SC

Within the meaning of section 110(6)(b) of the *Strata Schemes Management Act 2015* the Owners Corporation is permitted to delegate its functions under section 110 of that Act to the strata committee and the following work is to be a minor renovation for the purposes of section 110 of that Act:

- (a) renovating a kitchen;
- (b) changing recessed light fittings;
- (c) installing or replacing wood or other hard floors;
- (d) installing or replacing wiring or cabling or power or access points;
- (e) work involving reconfiguring walls (not structural changes);
- (f) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
- (g) installing a clothesline;
- (h) installing double or triple glazed windows;
- (i) installing ceiling insulation;
- (j) Installing outdoor heating

SPECIAL BY-LAW 6 – COSMETIC BY OWNERS

For the purposes of s.109(4) of the *Strata Schemes Management Act 2015* the following work is to be considered cosmetic works to common property, which may be carried out in connection with the owner's lot without the approval of the Owners Corporation:

- (a) installing or replacing hooks, nails or screws for hanging paintings and other things on walls;
- (b) installing or replacing handrails;
- (c) painting;
- (d) filling minor holes and cracks in internal walls;
- (e) laying carpet;
- (f) installing or replacing built-in wardrobes;
- (g) installing or replacing internal blinds and curtains.

SPECIAL BY-LAW 7 – DISPOSAL OF ABANDONED GOODS ON COMMON PROPERTY – CONFERRING POWER

Within the meaning of section 125(a) of the *Strata Schemes Management Act 2015* the owners corporation is permitted to store or dispose of, or authorise the disposal of, goods (other than motor vehicles and things permitted by the owners corporation to remain on common property) left on common property under section 125 of that Act to the strata committee in accordance with Regulation 32 in the *Strata Schemes Management Regulation 2016*.

SPECIAL BY-LAW 8 – RENOVATIONS REGISTER

The Owners Corporation, having given authority pursuant to ss.141 and 108 of the *Strata Schemes Management Act 2015*, authorises to the relevant Owners detailed in the register below to undertake the Works as specified in the register. The Owner/s from time to time of those lots:

- (a) shall be responsible for the ongoing maintenance of the Works, including any work that altered the common property;
- (b) shall be responsible to keep the Works in good and serviceable repair and to renew or replace them when necessary;
- (c) in maintaining, repairing, renewing and replacing the Works, shall comply with any reasonable request of the Owners Corporation as to the manner of maintenance, repair, renewal or replacement;
- (d) must indemnify the Owners Corporation in respect of any expense, liability or claim for any damage or loss arising out of the undertaking, use, condition, maintenance, repair, renewal, replacement or removal of the Works, including any liability in respect of the Works under s.65(6) of the *Strata Schemes Management Act 1996*;

- (e) must at the expense of the owner or owners comply with any requirement, notice or order concerning the Works imposed by the Council or by any Court or tribunal having jurisdiction over the matter;
- (f) shall be liable to the Owners Corporation in respect of any obligation arising under this by-law;
- (g) shall be responsible for any damage to the Works caused by the scheme's waterproofing defects until those waterproofing defects are repaired by the Owners Corporation;
- (h) if during the course of the Works the waterproof membrane in any of the locations in which it was carried out has been damaged or replaced, the Owner must provide evidence to the Owners Corporation that it has installed a new waterproof membrane and has received a 10 year warranty of fitness from the installer concerning the new waterproofing; and
- (i) despite any other clause in this by-law, the Owner must observe all by-laws in force for the scheme as far as they apply to the Works.

APT	LOT	Summary of Renovations ("Works")	EC Approval	Special Conditions (if any)
2017 AGM APPROVAL				
301	37	• Installation of a pet door in the balcony glass sliding doors / windows.	NA	Comply with BCA standards

SPECIAL BY-LAW 9 – SHORT-TERM LETTING

Definitions and Interpretation

9.1 In this by-law:

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

Complex means the building known as "Antias", located at 1 Distillery Drive, Pyrmont;

Council means the City of Sydney Council;

Enforcement Costs means the costs associated with the enforcement of this by-law, including the cost to the Owners Corporation of engaging professional or trade services including a Strata Manager and/or legal practitioner;

Lot means a lot in the Strata Plan;

Occupier means the tenant, lessee, sub-lessee, licensee, sub-licensee or otherwise the occupier of a Lot (not being the owner of the Lot);

Owner means the owner of any Lot;

Owners Corporation means the owners corporation created by registration of

strata plan 86684;

Parcel means the land comprising the Lots and common property the subject of the Strata Scheme;

Short-term Accommodation means accommodation which is less than 3 months in duration;

Strata Plan means Strata Plan 86684.

9.2 In this by-law a word which denotes:

- (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.

Prohibited use

9.2 An Owner or Occupier of a Lot must:

- (a) not use their Lot for Short-term Accommodation;
- (b) only use their Lot for its approved use; and
- (c) not use their Lot for any purpose that is prohibited or not permitted by Law.

Owners required to provide information

9.4 Without in any way limiting section 139(2) of the Act, where an Owner or an existing Occupier leases a Lot (or any part of a Lot) to an Occupier, the Owner of the Lot must notify the Owners Corporation within 14 days after the date of the respective Occupier occupying the Lot, for inclusion in the strata roll, information relating to the Occupier as follows:

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

9.5 An Owner of a Lot must provide details of all Occupiers residing in the respective Lot at any given time to the Owners Corporation upon demand.

9.6 An Owner must provide written confirmation to the Owners Corporation that an Occupier has vacated a Lot within 14 days after such vacation.

Recovery of costs

9.7 If an Owner or 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, or enforce it against any Owner or Occupier of the respective Lot (whichever is applicable), including taking the appropriate legal action;
- (b) notify Council of any breach by the Owner or Occupier so that it may take the appropriate action; and/or
- (c) recover the cost (including any legal costs on an indemnity basis) of taking any action for breach of this by-law from the Owner or Occupier of a Lot as a debt and such debt, if not paid at the end of one month after becoming due and payable will bear simple interest at the annual rate of 10% per annum (accrued daily) until paid.

SPECIAL BY-LAW 10 – WINDOW SAFETY DEVICES – CHILD SAFETY

10.1 The Owners Corporation must ensure that there are complying window safety devices for all windows in the strata scheme.

10.2 An owner of occupier must provide the Owners Corporation, its agents, employees or contractors, power to access to any part of the parcel for the purpose of carrying out work regarding compliant window safety devices.

10.3 An owner of occupier must notify the Owners Corporation if a window safety device requires repair or replacement.

SPECIAL BY-LAW 11 – SMOKING

11.1 An owner or occupier of a lot and any invitee of the owner occupier must not smoke tobacco or any other substance on common property.

11.2 An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

SPECIAL BY-LAW 12 – SMOKE ALARMS

An owner or occupier of a lot is responsible for checking and changing the battery for all smoke alarms within a lot that are stand alone and battery operated. The Owners Corporation is responsible for the repair and maintenance of smoke alarms that are hard-wired to the lot's electrical supply or connected to a common fire board or panel.

SPECIAL BY-LAW 13 – OUTDOOR VERTICAL BLIND

1. DEFINITIONS

Consent means the individual Owners' consent to this by-law in the form attached to the minutes of the meeting at which this by-law was passed.

Outdoor Vertical Blind Works means the Owners' installation of vertical blinds (which

runs up and down on vertical stainless steel cables which are secured to the roof inside a head box and the other secures the bottom end of the cable by using an L bracket secured to the concrete side walls) to the balconies of their lots in accordance with the conditions of this by-law.

Owners means each of the owners for the time being of lots in strata plan no. 86684.

Any term used in this by-law that appears in the Strata Schemes Management Act 2015 (Act) will have the same meaning as in the Act.

Singular includes the plural and vice versa.

A reference to one gender includes a reference to all other genders.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

2. RIGHTS

Subject to the Conditions, Owners will have a special privilege to:

- (a) carry out the Outdoor Vertical Blind Works (including all ancillary structures) at their cost; and
- (b) keep in good and serviceable repair their respective Outdoor Vertical Blind Works in their respective lots and in so much of the common property as is necessary.

3. CONDITIONS

3.1 Owners' Outdoor Vertical Blind Works must comply with the following conditions in accordance with the scheme's architect's recommendations at their own respective cost:

- (a) if required by local council, provide evidence of development approval from the local council;
- (b) must be the same or cohesive in appearance - with specifications matching the Visontex Plus product in a "graphite" colour - such specifications contained in the copy of the product specification sheet attached to the minutes of the meeting at which this bylaw was made; or Soltis 88 "Black 2053" made by Serge - Ferrari. Both fabrics to be supplied by HVG Fabrics or any other authorised distributor.
- (c) must be simply and elegantly fixed to the existing structure (as minimally as possible);
- (d) must not be installed until strata committee approval has been granted on any additional reasonable conditions;

- (e) must not be kept in an extended position when not in use by the resident;
- (f) must not be used to permanently enclose the balcony (extending the indoor apartment space to extra living accommodation);
- (g) must be installed:
 - i. at the respective Owner's sole cost; and ii. by duly qualified and insured tradespersons; and iii. in accordance with the manufacturer's specifications.

3.2 Before, during and at all times after carrying out their authorised Outdoor Vertical Blind Works, Owners must comply with all other by-laws in force for the strata scheme as far as they may apply to the Outdoor Vertical Blind Works.

3.3 Owners must properly maintain and keep their respective Outdoor Vertical Blind Works in a state of good and serviceable repair (at their own respective cost) and replace their Outdoor Vertical Blind Works or any part of them at their own cost as the owners corporation may reasonably require from time to time.

3.4 Owners must accept liability for any damage caused to the common property or their lot as a result of their respective Outdoor Vertical Blind Works and are responsible to rectify that damage immediately after it has occurred.

3.5 Owners must indemnify the owners corporation against any loss or damage the owners corporation suffers (including legal costs) as a result of the performance, maintenance or repair/replacement of their respective Outdoor Vertical Blind Works and will pay those costs to the owners corporation on demand.

3.6 The special privilege conferred by this by-law will not be activated unless the Owner of the lot to which it is to be applied has executed the Consent.

4. GENERAL

In as far as it may be necessary, the owners corporation specially resolves that:

4.1 pursuant to section 106(3) of the Act that:

- (a) it is inappropriate to maintain, renew, replace or repair the common property immediately affected by the Outdoor Vertical Blind Works; and
- (b) its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme; and

4.2 pursuant to section 108 of the Act that:

- (a) Owners may add to or alter the common property necessarily affected by their authorised Outdoor Vertical Blind Works for the purpose of improving or enhancing the common property; and
- (b) the respective Owners will be responsible for the ongoing maintenance of such common property.

5. **REMEDY**

5.1 If any of the Owners fail to comply with any obligation of this by-law, the owners corporation may invoke the remedies it has under the Act, including carrying out the works, entering the parcel to carry out the work and recovering any costs relating to the works from the owner.