

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

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**New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900**

**PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.**

(A) **TORRENS TITLE**

For the common property CP/SP 72677
----------------------------------------

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Whelan Property Group PO BOX 75 STRAWBERRY HILLS NSW 2012 Ph: 02) 9219 4111	<b>CODE</b>  <b>CH</b>
	Reference: SP72677 AW	

(C) The Owners-Strata Plan No. 72677 certify that pursuant to a resolution passed on 8/3/2018 and

(D) in accordance with the provisions of Section No.141 of the Strata Schemes Management Act 2015 the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. NOT APPLICABLE

Amended by-law No. NOT APPLICABLE

as fully set out below:

Please refer to attached Annexure A for consolidated By Laws

(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. 72677 was affixed on 19/3/2018 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: 

Name: Alex Weynton

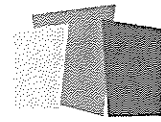
Authority: Strata Manager

Signature:

Name:

Authority:

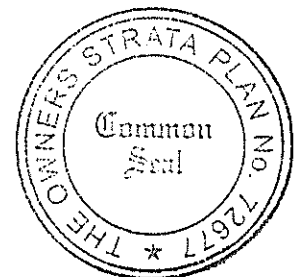


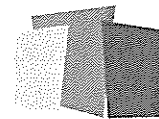


WHELAN PROPERTY GROUP  
STRATA MANAGEMENT SERVICES

# ANNEXURE A

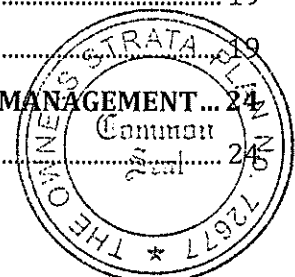
The Owners – Strata Plan 72677

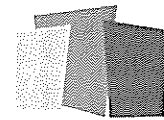




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WHELAN PROPERTY GROUP  
STRATA MANAGEMENT SERVICES

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## PART A – USE AND OCCUPATION OF LOTS

### 1 Residential Use

- (1) Conditions in the Development Consent require that the use of the development must be for Residential Development only.

*Note: Residential Development is defined in the Definitions to these by-laws.*

- (2) The Owners Corporation must provide a certification that all residential lots are either owner occupied or are subject to leases under the Residential Tenancies Act 2010 every 12 months as required by the conditions of the Development Consent.
- (3) An owner or occupier of a 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 this by-law.
- (4) Subject to the Management Regulations, no more than two adult people may occupy any bedroom and no bedroom may contain more than two beds. This excludes children's beds, cots and bassinets.
- (5) Use of rooms for sleeping accommodation, other than rooms designated on the plans approved by the Development Consent as bedrooms is prohibited.

### 2 Leasing of Residential Lots

- (1) Owners must ensure that:
- (a) any letting of any lot is recorded under the terms of a residential lease under the Residential Tenancies Act, 2010;
  - (b) 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) a copy of these by-laws, as registered, is attached to any residential lease (this is a requirement of the Residential Tenancies Act, 2010).
- (2) An owner or occupier of a lot must notify the Owners Corporation of any lease of the lot, including the name and contact details of the tenant and/or managing agent, within 21 days of the commencement of the lease.



## PART B – CONTROL AND ENJOYMENT OF LOTS AND COMMON PROPERTY

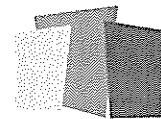
### 3 Behaviour Of Owners, Occupants And Visitors

- (1) An owner or occupier of a lot, or an invitee of an owner or occupier, must not create any noise on the lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.
- (2) Owners and occupiers and their visitors must not allow tobacco smoke or smoke from other substances to drift outside of their apartments in a way that is likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or a person lawfully using common property.
- (3) 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.
- (4) 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.

### 4 Keeping of Animals

- (1) The provisions of by-law 19.1 to 19.5 of the Community Management Statement apply to the keeping of animals within Jacksons 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.
- (2) An Owner or occupier of a lot may keep an animal (other than an Excluded Dog) on the lot with the prior written approval of the Owners Corporation.
- (3) If an owner or occupier is permitted under these by-laws to keep an animal then the owner or occupier must:
  - (a) keep the animal within the confines of the lot; and
  - (b) supervise the animal when on any part of the common property or the Community Association land; and
  - (c) take any action that is necessary to clean up all areas of the lot, the common property or the Community Association land that is soiled by the animal.
- (4) The owner or occupier of a lot is liable to the owners and occupiers of other lots and each other person lawfully on the common property or Community Association land for:
  - (a) any noise which is disturbing to an extent which is unreasonable; and





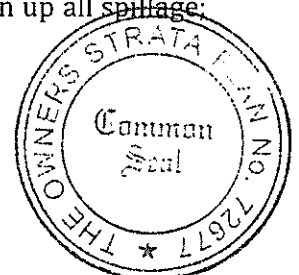
- (b) for any damage to or loss of property or injury to any person caused by the animal.
- (5) This by-law:
- (a) applies to any owner, occupier or visitor to the Building or the Community Association land;
  - (b) does not prevent the keeping of an assistance animal within the meaning of the Disability Discrimination Act 1992 (Commonwealth); and
  - (c) does not allow an Excluded Dog to be kept or brought onto any lot or Community Association land or common property.
- (6) Where owners or occupiers are in continuing breach of this by-law, the Owners Corporation may withdraw its consent for the keeping of the animal.

## 5 Cleaning Windows, Doors and Fences

- (1) An owner or occupier of a lot must keep clean all glass in windows and doors on the boundary of the lot, and fences, including so much as is common property, if those windows, doors and fences can be safely accessed by the owner or occupier from within his or her own lot.
- (2) The Owners Corporation is responsible for the regular cleaning of all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

## 6 Waste Disposal

- (1) An owner or occupier of a lot must not deposit or throw Waste on the common property, other than in accordance with these by-laws, except with the written approval of the Owners Corporation.
- (2) The strata scheme has shared receptacles for Waste including garbage and recyclable material. Owners or occupiers must:
  - (a) ensure that before garbage is placed in the garbage chute, garbage is securely wrapped; and
  - (b) in the case of recyclable material, ensure that the material is separated and prepared in accordance with the applicable recycling guidelines specified by the Owners Corporation within each garbage room; and
  - (c) comply with Owners Corporation guidelines for the disposal of large items of Waste which cannot be accommodated in the garbage chute or recycling receptacles; and
  - (d) promptly remove any thing which the owner or occupier may have dropped or spilled on common property and must clean up all spillage; and



- (e) comply with Owners Corporation guidelines for the disposal of large items of Waste which cannot be accommodated in the garbage chute or recycling receptacles:
  - (i) items too large for the garbage chute must be deposited in the appropriate bins in the Car Park.
  - (ii) items too large for the car park bins must be stowed in the Garbage Room which can be accessed with assistance of the Security team.
- (3) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, disposable nappies or “flushable” wipes, sanitary products, kitty litter).
- (4) The Owners Corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions for handling Waste that are consistent with the Council’s requirements or by giving notices to owners and occupiers of lots.

## 7 Appearance of Lot

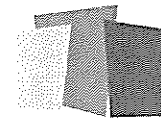
- (1) The owner or occupier of a lot must not, without the written consent of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the Building.
- (2) An owner or occupier of a lot must not hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the Building.
- (3) An owner or occupier must not erect advertising, flags or other signs on common property or within the Building in a way that can be viewed outside the Building except with the consent of the Owners Corporation. This restriction applies to materials advertising that a lot is for sale or for lease.
- (4) Under the Community Management Statement both the Community Association and the Owners Corporation have prescribed Architectural and Landscape Standards in relation to the Jackson’s Landing Community and Strata Schemes.
- (5) An Owner or Occupier must comply with Architectural Standards and Landscape Standards in force.

## 8 Maintenance of Balconies

- (1) An owner or occupier must keep all internal gardens and balconies clean, tidy and well maintained.
- (2) An owner or occupier must not keep or provide sources of food for birds, animals or pets on balconies or in garden areas.







- (3) When watering plants, washing windows or balconies an owner or occupier must ensure that the water does not go onto the common property or another lot.
- (4) If there are planter boxes on or within a balcony of a lot an owner or occupier must properly maintain the soil in the planter boxes.

## 9 Screens, Furniture And Possessions On Balconies

- (1) Balconies within the Building are not to be enclosed by any screens, blinds, wind-breaks, awnings, wind or sunscreens or similar structures located on or within the balcony areas or fixed to the outside face of the balconies, doors or windows without the written consent of the Owners Corporation and the Council. This by-law is imposed as a condition of the Development Consent for the Building and therefore, it cannot be repealed or modified without the consent of the Council. This condition excludes any screens or shutters installed under the Development Consent.
- (2) Owners and occupiers of lots must ensure that any furniture, possessions and other items on balconies and courtyards are secured or safely stored in order to prevent any item from blowing away or falling from the balcony or courtyard, including without limitation:
  - (a) any umbrellas 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, and utensils) should be removed or stored securely when the balcony or courtyard is not in use.
- (3) Owners and occupiers are responsible for any damage or loss occasioned by items falling from balconies or courtyards attached to their lots.

## 10 Curtains and Window Treatments

- (1) Any curtain, blind, shutter or other treatment in a window or door, which faces public or common areas, must have a coloured white backing.
- (2) No glass window or door which faces public or common areas or which leads to a balcony that faces public or common areas may be treated with window tinting or any other similar treatment.

## 11 Works Carried Out By Owners

- (1) An owner of a lot must not carry out work to common property in connection with the owner's lot unless:
  - (a) the work comprises Cosmetic Work; or
  - (b) the work comprises Minor renovations and has been approved by the Owners Corporation at general meeting or by resolution of the Strata committee; or



- (c) the work comprises any other work that is authorised by a by-law made under s 108 of the Management Act or a common property rights by-law, and has been approved by special resolution at a general meeting.

*Note: Cosmetic Work and Minor Renovations are defined in the Definitions to these by-laws.*

- (2) In accordance with s 110(6) of the Strata Management Act 2015, the Owners Corporation has delegated its functions for determining approvals of Minor renovations to the strata committee.
- (3) Before obtaining the approval of the Owners Corporation, an owner of a lot must make an application on the form prescribed from time to time by the Owners Corporation with details of the proposed Minor renovations to the Owners Corporation, including the following:
- (a) details of the work, including copies of any plans,
  - (b) duration and times of the work,
  - (c) details of the persons carrying out the work, including qualifications to carry out the work,
  - (d) arrangements to manage any resulting rubbish or debris.
- (4) The strata committee or the Owners Corporation in general meeting may impose such conditions for the carrying out of Minor renovations or other work as it thinks fit, including the payment of a refundable bond of up to \$5000, with the amount to be determined by the strata committee acting reasonably.
- (5) The Owners Corporation is entitled to apply any bond paid towards the cost of cleaning or repair of any damage to common property caused by the works and must refund the bond or any part of it when the Owners Corporation is satisfied that the works are complete and any conditions of approval have been complied with.
- (6) An owner of a lot must ensure that:
- (a) any damage caused to any part of the common property or to any other lot by the carrying out of Cosmetic works or Minor renovations by or on behalf of the owner is repaired as soon as practicable after the damage is incurred, and
  - (b) the Cosmetic works or Minor renovations and any repairs are carried out in a competent and proper manner.
- (7) Any Cosmetic works or Minor renovations are:
- (a) To be undertaken at the cost of the owner; and
  - (b) With the exception of the following works, are to remain the owner's fixture:

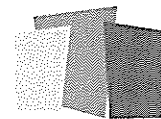


- (i) any locking or other safety device for protection of the owner's lot against intruders;
  - (ii) any screen or locking device to prevent entry of animals or insects on the lot;
  - (iii) any structure or device to prevent harm to children.
- (8) In accordance with s 106(3) of the Strata Schemes Management Act 2015, the Owners Corporation has determined that:
- (9) it is inappropriate for it to maintain, renew, replace or repair common property altered by Cosmetic works or Minor renovations, and
- (10) such work will not affect the safety of the Building, a structure or common property or detract from the appearance of any common property in the Building.

## 12 Floor Coverings

- (1) An owner or occupier 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.
- (2) If an owner proposes to replace a floor covering within an owner's lot with material other than carpet, the minimum noise transmission to be achieved for the floor covering must be the standard prescribed at the time of installation by the City of Sydney or the 5 star rating set by the Australian Association of Acoustical Consultants, whichever is the higher standard.
- (3) If an owner proposes to replace a floor covering within an owner's lot with new carpet, the minimum underlay required is 9mm of quality foam underlay (or equivalent)
- (4) An owner proposing to change any flooring within a lot (other than carpet) must:
  - (a) make an application to the Owners Corporation, on the form prescribed from time to time, for approval to change the flooring, which will not be unreasonably withheld, provided the application contains sufficient information (by way of plans, specifications, scope of works or any other documents considered necessary by the Owners Corporation) to enable the Owners Corporation to satisfy itself that the requirements of this by-law regarding noise transmission will be satisfied; and
  - (b) following installation of the flooring, provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person who has inspected the completed flooring and certifies that this by-law has been complied with.





- (5) If a certificate is not provided to the Owners Corporation within three months of a request by the Owners Corporation that the certification be provided or if the Owners Corporation receives any complaint regarding noise from the flooring from an adjoining lot, the Owners Corporation may, by notice in writing require the owner to replace the flooring with carpet laid over heavy duty underlay. An owner served with a notice from the Owners Corporation must comply with the notice within three months of service of that notice and provide evidence to the Owners Corporation of such compliance.
- (6) If the carpet in a lot has been replaced with another type of flooring, the owner must maintain the new flooring in a state of good and serviceable repair and must renew or replace when necessary to maintain the standard prescribed by by-law 13.2 at the time of installation.
- (7) This by-law does not apply to floor space comprising a laundry, kitchen, lavatory or bathroom unless the location of such room is also proposed to be altered from its original location at the date of registration of the strata plan.

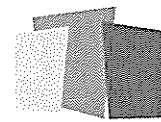
### **13 Preservation Of Fire Safety**

The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

### **14 Storage of Flammable Liquids and Other Substances and Materials**

- (1) An owner or occupier of a 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 flammable chemical, liquid or gas or other flammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.





## PART C – CAR PARKING AREAS

### 15 Vehicles On Common Property

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 or as permitted by signage authorised by the Owners Corporation or Building Management Committee. Without limitation, this includes designated visitor parking within the Building.

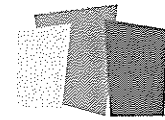
### 16 Use Of Car Parking Spaces

- (1) An owner or occupier of a lot may only use a car space attached to their lot (if any) for the purposes of parking a vehicle. Vehicles must not protrude beyond the car space nor interfere with any adjoining lot space or common property.
- (2) Storage cages are designated per lot for the storage of personal effects. Storage of personal effects in car spaces is prohibited.
- (3) On-site car parking spaces, except spaces allocated for service vehicles 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 car parking 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. It cannot be repealed or modified without the consent of the Council.
- (4) An owner or occupier of a lot may not use any power point located within the car parking space attached to his or her lot (if any) to power any electrical equipment or vehicles on a continuing basis. Owners or occupiers may only use these power sources for small appliances and on a short-term basis.
- (5) 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 16.4.
- (6) The Owners Corporation has the right to disconnect any power source used by an owner or occupier in contravention of by-law 16.3.
- (7) An Owner or Occupier must not attach any fixture including a door, cage or container or other like to a car space without the prior written consent of the Owners Corporation.
- (8) If an Owner or Occupier applies to the Owners Corporation for consent under by-law 16(7), that Owner or Occupier must satisfy the Owners Corporation that the erection of a fixture to a car space will not inhibit use of a car space by an adjoining Owner or Occupier.

### 17 Visitor Parking

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 period of up to 24 hours.





## 18 Car Wash Bay

- (1) 18.1 Owners or occupiers may use the Car Wash Bay only for the purpose of washing vehicles
- (2) When using the Car Wash Bay, an owner or occupier must:
  - (a) not unreasonably obstruct the use of the Car Wash Bay by other owners and occupiers;
  - (b) not leave a vehicle parked in the Car Wash Bay for any longer than is reasonably necessary for washing the vehicle;
  - (c) turn off all taps used; and
  - (d) leave the Car Wash Bay clean and tidy.

## 19 Storage of Bicycles

- (1) Bicycles may be brought into the common access areas of the car park and stored within a car park lot or storage cage attached to the lot or an area as may be designated by the Owners Corporation for such purpose.
- (2) Bicycles must not be stored on any common property including foyer, lift, stairwells, hallways, garden areas, walkways or other parts of the common property as may be designated by the Owners Corporation from time to time.
- (3) If being stored in any Owner or Occupiers lot, the bicycle must be carried through common property areas and rectification of any damage caused by the transport of said bicycle is the responsibility of the Owner or Occupier



## PART D – MANAGEMENT AND USE OF COMMON PROPERTY

### 20 Obstruction of Common Property

- (1) An owner or occupier of a lot must not obstruct lawful use of common property by any person.
- (2) Owners and occupiers must not place furniture, store personal effects or affix decoration to doors (for example in corridors adjacent to lots on Common Property). This is because they may be a fire hazard and may impede emergency evacuation.

### 21 Damage to Lawns and Plants on Common Property

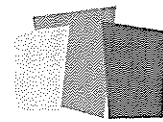
An owner or occupier of a lot must not:

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

### 22 Damage to Common Property

- (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. An approval given by the Owners Corporation under by-law 23.1 cannot authorise any additions to the common property.
- (2) Windows of a lot or on common property more than two metres above the ground surface, or external surface below the window, must not be altered in any way by including, but not limited to, removal of any safety device that restricts the opening of the window to less than 125 millimetres of any action that would affect the outward pressure resistance of the window.
- (3) All main entrance doors to lots are fire rated. Fire regulations forbid installation of security screen doors to these main entrance doors.
- (4) By-law 23.3 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
  - (d) in accordance with by-law 12 and by-laws 23.5 and 23.6.
- (5) Any such locking or safety device, screen, other device or structure must 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.





- (6) Despite section 106 of the Management Act, the owner of lot must:
- (a) maintain and keep in a state of good and serviceable repair, any installation or structure referred to in by-law 23.3 and 23.4 that forms part of the common property and that services the lot; and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in by-law 23.4 that forms part of the common property and that services the lot.

## 23 Moving Furniture and Other Objects Through Common Property

- (1) 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 Residential Services Manager, 45 Bowman Street Jacksons Landing, so as to enable protective covers to be placed in the lift and a representative to be present, if deemed required, at the time when the owner or occupier does so.
- (2) An owner or occupier must comply with any rules or policy adopted by the Owners Corporation under by-law 26 for moving in or moving out of the Building, including the payment of any financial security bond to cover security costs and or damage to common property caused during a move.

## 24 Children Playing on Common Property

An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible unless accompanied by an adult exercising effective control to play on common property that is a car parking area or other area of possible danger or hazard to children.

## 25 Air-Conditioning

### (1) Air Conditioning Installed by Developer

- (a) 25.1 Where air conditioning has been installed in a lot by the developer of Escarpment (on Levels 7 & 8 of the Building) the Owners Corporation owns the Air Conditioning Equipment installed in a lot, located on the roof of the Building and on or in the other common areas and connected to or within any lot.
- (b) The Owners Corporation:
  - (i) must maintain replace or repair the Air Conditioning Equipment as necessary;
  - (ii) bears the sole responsibility of insuring the Air Conditioning Equipment;
  - (iii) must comply with the requirements of any competent authority regarding the operation of the Air Conditioning Equipment; and



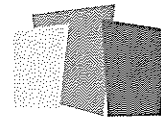


- (iv) must repair damage to common property or the property of lot owners caused by exercising rights or complying with obligations under this by-law or when removing, replacing or repairing any Air Conditioning Equipment.
- (c) Owners are solely responsible for the cost of changing filters and maintaining equipment located inside the lot including temperature control units.
- (d) The Owners Corporation must enter into a service agreement with a reputable company for the servicing, maintenance and repair of the Air Conditioning Equipment. The cost of insurance and servicing of the Air Conditioning Equipment will be included in the Building budget and covered by strata levies.
- (e) Air conditioning is to be individually metered to each lot and lot owners individually bear power costs according to their level of usage of the air conditioning.

**(2) Air Conditioning Installed By Lot Owners**

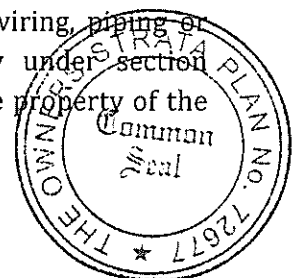
- (a) Air conditioning units can be installed into individual lots with written approval of the Strata Committee of the Owners Corporation. Owners must submit an Application in writing to the Strata Committee as indicated in clause 27.10 (a) of this by-law.
- (b) Any air-conditioning unit approved under this by-law includes all ancillary wires, piping and ductwork and any obligation under this by-law applied to that wiring, piping and ductwork.
- (c) Any air-conditioning unit so approved:
  - (i) must be installed strictly in accordance with the direction of the Owners Corporation and in this regard the Owners Corporation shall have the power from time to time to adopt air-conditioning specifications in relation to the installation of air-conditioning units;
  - (ii) must be in keeping with the appearance of the building;
  - (iii) must not have any drippers on the exterior of the building; and
  - (iv) will always remain the property of the respective owner, even though it may be installed by an occupier.
- (d) The Owner:
  - (i) before commencing any work must provide plans, specifications or any other reasonable documents required by the Owners Corporation to the Executive Committee;
  - (ii) must obtain consent for the installation from the Community Association under by-law 2 of the Community Management

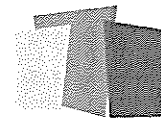




Statement and comply with any conditions of any consent given by the Community Association;

- (iii) must comply with by-law 3 of the Community Management Statement including but not limited to the Architectural Standards for the Community Association;
- (iv) must provide a copy of the consent from the Community Association for the installation of the air-conditioning unit;
- (v) in carrying out any installation, repair, maintenance or replacement of any air-conditioning unit must:
  - I only use licensed tradespersons;
  - II carry out any work in a proper and workmanlike manner;
  - III perform works at times approved by the Strata Committee;
  - IV keep all areas outside of the Lot clean and tidy;
  - V not create noise that is likely to interfere with the peaceful enjoyment of another occupier in the strata scheme;
  - VI protect all areas outside of the lot from damage during any work and repair any damage caused in exercising any obligations under this bylaw; and
  - VII advise other lots likely to be affected by any noise during installation
- (vi) must maintain, replace and keep in good and serviceable repair any air-conditioning unit (or any ancillary wiring, piping or ducting) installed by them or the occupier of their lot;
- (vii) must maintain and upkeep those parts of the common property in contact with the air-conditioning unit;
- (viii) remains liable for any damage to lot or common property arising out of the installation, repair or replacement of the air-conditioning unit or any ancillary wiring, piping or ducting;
- (ix) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the air-conditioning unit or and ancillary item is removed or relocated; and
- (x) must indemnify the Owners Corporation against any costs or losses arising out of the installation, use, repair or replacement of the air-conditioning unit (or any ancillary wiring, piping or ducting) and without limitation any liability under section 122(6) of the Management Act in respect of the property of the owner.





- (e) If an Owner does not comply with any obligation under this by-law the Owners Corporation may:
  - (i) carry out that obligation;
  - (ii) enter upon the Lot to carry out that work; and
  - (iii) recover the costs of carrying out that work from the defaulting Owner.
- (f) For clarity clauses 27.7 to 25.11 apply to all air-conditioning units (or any ancillary wiring, piping or ducting) installed prior to and after this by-law being made.

## 26 Rules

- (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.
- (2) The rules must be consistent with these by-laws. 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.
- (3) The rules bind owners, occupiers and mortgagee in possession of a lot.

## 27 Awning (Lot 3 - Exclusive Use)

### (1) Grant of Right

- (a) Notwithstanding anything contained in any by-law applicable to the scheme, the Owner has the special privilege (at the Owner's cost and to remain the Owner's fixture) to carry out the Works and exclusive use of the Area in which the Works are carried out subject to the terms and conditions contained in Part 3 of this by-law.

### (b) This by-law to prevail

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

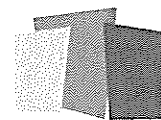
### (2) Definitions & Interpretation

#### (a) Definitions

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

- (i) **Act** means the Strata Schemes Management Act 1996 (NSW).
- (ii) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building Including the Council.
- (iii) **Awning** means an automatic, adjustable, white awing installed to the courtyard of the Lot by affixing to the common property wall.
- (iv) **Building** means the building situated at 25 Refinery Drive, Pyrmont.
- (v) **Council** means City of Sydney.





**(vi) Insurance means:**

- I contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
- II insurance required under the Home Building Act, 1989 (NSW) (if any); and
- III workers' compensation insurance.

**(vii) Lot** means Lot 3 in Strata Plan 72677.

**(viii) Owner** means the owner(s) of the Lot.

**(ix) Owners Corporation** means the Owners Corporation created by the registration of strata plan registration no. 72677.

**(x) Specifications** means the specifications of the Awning attached to this by-law and marked Annexure "A".

**(xi) Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's Installation, repair, maintenance and replacement (if necessary), of the Awning together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the Specifications and provisions of this by-law.

**(b) Interpretation**

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

- (i) the singular includes plural and vice versa;
- (ii) any gender includes the other genders;
- (iii) any terms in the by-law will have the same meaning as those defined in Act;
- (iv) references to legislation include references to amending and replacing legislation;
- (v) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (vi) references to any Works under this by-law include, where relevant, the condenser, coils, pipes, conduits, wires, flanges, valves, ductwork, caps, insulation and all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

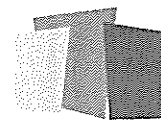
**(3) Conditions**

**(a) Prior to Commencement of the Works**

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

- (i) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (ii) provide the Owners Corporations nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;
- (iii) effect and maintain Insurance and provide a copy to the Owners Corporation; and





- (iv) pay the Owners Corporations' reasonable costs in preparing, making and registering this by-law (including legal and strata management costs).

**(b) Compliant Works**

To be compliant under this by-law, Works so approved must:

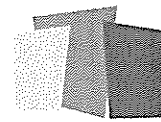
- (i) be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation; and
- (ii) be manufactured and designed to specifications for domestic use.

**(c) During Installation of the Works**

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

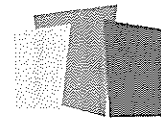
- (i) use duly licensed employees, contractors or agents to conduct the installation;
- (ii) ensure the installation is conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards and the requirements of any Authority including any fire safety regulations;
- (iii) ensure the installation is carried out expeditiously and with a minimum of disruption to other Lot Owners, occupiers or adjoining property owners;
- (iv) ensure that any electricity or other services required to install the Awning are installed so they are connected to the Lot's electricity supply;
- (v) carry out the installation between the hours of 8:30am and 5:30pm Mondays - Fridays or between 8:30am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;
- (vi) perform the installation within a period of one (1) month from its commencement or such other period of time as may be approved by the Owners Corporation;
- (vii) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
- (viii) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- (ix) ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and in this event the Owner must rectify that interference or damage within a reasonable period of time;
- (x) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and



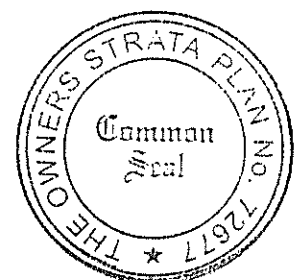


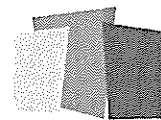
- (xi) not vary the approved installation without first obtaining the consent in writing from the Owners Corporation.
- (d) ***After Installation of the Works***
- (i) After the installation of the Works is completed, the Owner must without unreasonable delay:
    - I notify the Owners Corporation that the installation of the Works has been completed;
    - II notify the Owners Corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
    - III provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the installation;
    - IV provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law; and
    - V provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law.
  - (ii) The Owners Corporation's right to access the lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with.
- (e) ***Enduring Rights and Obligations***
- The Owner must:
- (i) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
  - (ii) not vary the works (except as expressly contemplated by this by-law) without the approval of the Owners Corporation;
  - (iii) properly maintain and upkeep the Works in a state of good and serviceable repair;
  - (iv) properly maintain and upkeep those parts of the common property in contact with the
  - (v) Works;
  - (vi) use reasonable endeavours to cause as little disruption as possible when using the Awning;
  - (vii) ensure that any electricity or other services required to operate the Awning are installed so they are connected to the Lot's electricity supply;





- (viii) remain liable for any damage to lot or common property arising out of or in connection with the Works (or their use) and will make good that damage immediately after it has occurred; and
  - (ix) comply with all directions, orders and requirements of any Authority relating to the use of the Works;
  - (x) ensure the Awning does not cause water to escape or water penetration to lot or common property (including the Lot); and
  - (xi) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use.
- (f) ***Failure to Comply with this By-Law***  
If the Owner fails to comply with any obligation under this by-law the Owners Corporation may:
- (i) carry out all work necessary to perform that obligation;
  - (ii) recover the costs of such work from the Owner as a debt due; and
  - (iii) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order.
- (g) ***Ownership of Works***  
The Works will always remain the property of the Owner.
- (h) ***Applicability***  
In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.





## PART E – SECURITY, COMMUNITY MANAGEMENT, BMC AND BUILDING MANAGEMENT

### 28 Security Keys

- (1) The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.
- (2) The Owners Corporation must make Security Keys available to:
  - (a) Owners; and
  - (b) persons authorised by the Owners Corporation.
- (3) The Security Keys provided to persons under by-law 30.2 need only provide access to the parts of the Building that those persons are entitled to access.
- (4) The Owners Corporation may charge a reasonable fee for a Security Key required by an owner of a lot.
- (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.
- (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 if 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.

### 29 Strata Management Statement

- (1) In addition to these by-laws an owner or occupier of a lot must comply with the terms of the Strata Management Statement in respect of the Building, which will governs, among other things the use shared facilities such as car parking areas, security procedures for the Building and building management.
- (2) If there is a conflict between these by-laws and the Strata Management Statement, the Strata Management Statement prevails and the terms of these by-laws must be amended to accord with the Strata Management Statement.
- (3) If a building manager is appointed to manage the Building or other parts of the development of which the Building forms part, owners and occupiers of lots must comply with reasonable directions of the building manager in the administration of these by-laws and of the Strata Management Statement.





### 30 Community Management Statement

- (1) The Community Management Statement contains by-laws 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) carrying out building works; and
  - (f) security.
- (2) An Owner or Occupier must comply with the Community Management Statement.
- (3) A breach of by-laws contained in the Community Management Statement amounts to a breach of these by-laws.
- (4) Nothing in these by-laws allows an owner or occupier to do something prohibited or regulated by the Community Management Statement.

### 31 Architectural Standards and Landscape Standards

- (1) 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.
- (2) Owners and occupiers must comply with architectural and landscape standards.

### 32 Building Management

#### (1) Appointment of a Manager

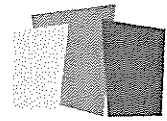
The Owners Corporation may determine to enter into an agreement with a third party to provide services to the Owners Corporation to assist the Owners Corporation with its duties to control, manage, operate, maintain and replace Common Property for which the Community Association is not responsible. The effect of this agreement is disclosed in this by-law.

#### (2) Manager's Duties

The duties of any Manager appointed by the Owners Corporation may include:

- (a) the maintenance and replacement of the Common Property for which the Community Association is not responsible;
- (b) the control and supervision of the Common Property for which the Community Association is not responsible;





WHELAN PROPERTY GROUP  
STRATA MANAGEMENT SERVICES

- (c) the provision of services to the Owners Corporation or the owners and occupiers of lots; and
- (d) anything else that the Manager indicates is necessary for the common property for which the Community Association is not responsible.



## PART F - DEFINITIONS

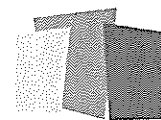
### 33 Interpretation

- (1) A word used, but not defined in these by-laws, has the same meaning given to it as in the Strata Schemes Management Act 2015.
- (2) Unless otherwise defined in these by-laws, defined terms have the same meaning as in the Strata Management Statement and the Community Management Statement.
- (3) In these by-laws:
  - (a) **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, vent and duct servicing air conditioning plant and equipment, but exclude filters.
  - (b) **Building** means the building at 25 Refinery Drive, Pyrmont known as Escarpment.
  - (c) **Building Management Committee** means the Building Management Committee appointed under the Strata Management Statement.
  - (d) **Car Wash Bay** means the designated area within the L2 car park for washing vehicles.
  - (e) **Community Management Statement** means the Jacksons Landing Community Management Statement registered with DP270215, as amended from time to time.
  - (f) **Community Property** means property owned by Jackson's Landing Community Association, being Lot 1 DP 270215
  - (g) **Cooperage Car Park Owner** means the owner of lots 41- 59 within The Owners – Strata Plan No.75963.
  - (h) **Cosmetic work** means any work to common property in connection with the owner's lot comprising:
    - (i) installing or replacing hooks, nails or screws for hanging paintings and other things on walls;
    - (ii) installing or replacing handrails;
    - (iii) painting;
    - (iv) filling minor holes and cracks in internal walls;
    - (v) laying carpet;
    - (vi) installing or replacing built-in wardrobes or shelving;
    - (vii) installing or replacing internal blinds and curtains;
    - (viii) installing audio or audio-visual equipment to the interior of the lot, including ceilings, in places designated on the plans by the original owner;

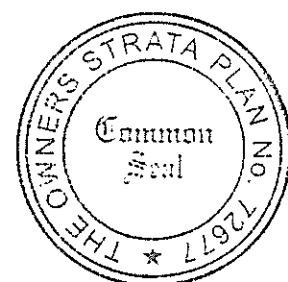


- (ix) installing any locking or other safety device for protection of the owner's lot against intruders;
  - (x) any screen or other device to prevent entry of animals or insects on the lot;
  - (xi) any structure or device to prevent harm to children; and
  - (xii) any other work prescribed by the Regulations for the purposes of s 109 of the Management Act.
- (i) **Council** means the Council of the City of Sydney.
- (4) **Development Consent** means the development consent No. 383-12-2001-I or any modification of that consent.
- (5) **Escarpment** means the building located at 25 Refinery Drive, Pyrmont.
- (6) **Excluded Dog** is defined in the Community Management Statement, which is:
- (a) a Pit Bull terrier;
  - (b) an American Pit Bull terrier;
  - (c) a Dogo argentino;
  - (d) a Fila Breazileiro;
  - (e) a Japanese Tosa;
  - (f) any other outcross;
  - (g) any dog prohibited from importation into Australia by the Commonwealth Government;
  - (h) an unregistered or dangerous dog under the Companion Animals Act 1998.
- (7) **Management Act** means the Strata Schemes Management Act, 2015 as amended from time to time.
- (8) **Management Regulations** means the Strata Schemes Management Regulations 2016 and, if amended, repealed or replaced, any amending or replacing regulation.
- (9) **Minor renovations** means any work to common property in connection with the owner's lot including, but not limited to:
- (a) renovating a kitchen that does not involve the relocation of pipes or services;
  - (b) changing recessed light fittings;
  - (c) installing or replacing wood or other hard floors (subject to by-law 12);
  - (d) installing or replacing wiring or cabling or power or access points;
  - (e) work involving reconfiguring non-structural walls;





- (f) renovating a bathroom that does not involve relocation of pipes or services or waterproofing; and
  - (g) any other work prescribed by the regulations for the purposes of s 110 of the Management Act and that is not Cosmetic work as prescribed by s 109 of the Management Act or work falling within s 110(7) of the Management Act.
- (10) **Original Owner** means the owner as at the registration of the strata plan for the Building.
  - (11) **Owners Corporation** means the Owners Corporation formed on registration of the strata scheme for the Building.
  - (12) **Permitted Person** means a person on the parcel with the express or implied consent of the Owners Corporation or an owner or occupier.
  - (13) **Residential Development** means the use of land for permanent accommodation, but does not include the use of land for a hotel, hostel, serviced apartments, backpacker accommodation, apartment hotel, tourist accommodation, or the like such as AirBnB
  - (14) **Security Key** means an electronic card, fob or button used to access common property in the Building and Community Property
  - (15) **Strata Management Statement** means the Strata Management Statement registered with Strata Plan No. 72677 and binding the Owners Corporation and the Cooperage Car Park Owner.
  - (16) **Vehicle** includes the following (and any combination of them):
    - (a) a motor vehicle, trailer, motorbike, bicycle, motorised wheelchair, each as defined by the Road Rules 2008; and
    - (b) a boat, a caravan or other towable item.
  - (17) **Waste** has the same meaning as in the Protection of the Environment Operations Act 1997 and, without limitation, includes garbage and recyclable material.



# Approved Form 10

## Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

~~\*that the initial period has expired.~~

~~\*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 72677 was affixed on <sup>^</sup> ..... 19 March 2018 ..... in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: Alex Weynton Authority: STRATA MANAGING AGENT

Signature: ..... Name: ..... Authority: .....

<sup>^</sup> Insert appropriate date  
<sup>\*</sup> Strike through if inapplicable.

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**Text below this line is part of the instructions and should not be reproduced as part of a final document.**

1. This form must be provided in its entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.

