WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

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WHELAN PROPERTY GROUP
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Annexure "A"

BY-LAW CONSOLIDATION

The Owners – Strata Plan 86806

WHELAN PROPERTY GROUP
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PART A – USE AND OCCUPATION OF LOTS

1 By-law 1. Residential use

1.1 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 Dictionary to these by-laws.

1.2 The Owners Corporation must provide a certificate certifying that all residential lots are either owner occupied or are subject to leases under the Residential Tenancies Act 1987 every 12 months as required by conditions of the Development Consent.

1.3 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.

1.4 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.

1.5 Use of rooms for sleeping accommodation, other than rooms designated on the plans approved by the Development Consent as bedrooms is prohibited.

2 By-law 2. Leasing of residential lots

2.1 Owners must ensure that:

(a) any letting of any lot is recorded under the terms of a residential lease under the Residential Tenancies Act, 1987;

(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 entered into (this is a requirement of the Residential Tenancies Act, 1987).

2.2 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 By-law 3. Keeping of animals

3.1 The provisions of by-law 19.1 to 19.S 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.

3.2 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.

3.3 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; and

(d) not allow the animal into the Recreational Facilities.

3.4 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.

3.5 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 (Cth); and

(c) does not allow an Excluded Dog to be kept or brought onto any lot or Community Association land or common property.

3.6 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.

4 By-law 4. Smoking restrictions

4.1 Owners and occupiers and their visitors are not permitted to smoke cigarettes or other substances on common property or on balconies and courtyards attached to any lot.

4.2 Owners and occupiers and their visitors must not allow cigarette 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.

5 By-law 5. Noise

5.1 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.

6 By-law 6. Cleaning windows, doors and fences

6.1 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.

6.2 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.

7 By-law 7. Waste disposal

7.1 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.

7.2 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 in the receptacle area and must clean up all spillage.

7.3 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, a disposable nappy or "flushable" wipes).

7.4 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.

8 By-law 8. Appearance of lot

8.1 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.

8.2 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.

8.3 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.

9 By-law 9. Maintenance of balconies

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

9.2 An owner or occupier must not keep or provide sources of food for birds, animals or pests on balconies or in garden areas.

9.3 When watering plants, washing windows or balconies an owner or occupier must ensure that the water does not go on to common property or another lot.

9.4 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.

10 By-law 10. Screens, furniture and possessions on balconies

10.1 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.

10.2 Owners and occupiers of roof top balconies must not install umbrellas, shade structures or any other devices that protrude above the rooftop ridgeline. This by-law is imposed as a condition of the Development Consent for the Building. Therefore, it cannot be repealed or modified without the consent of the Council. This condition excludes any screens or shutters installed by the original owner under the Development Consent.

10.3 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.

10.4 Owners and occupiers are responsible for any damage or loss occasioned by items falling from balconies or courtyards attached to their lots.

11 By-law 11. Curtains and window treatments

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

11.2 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.

12 By-law 12. Works carried out by owners

12.1 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 Dictionary to these by-laws.

12.2 In accordance with s 110(6) of the Management Act, the Owners Corporation has delegated its functions for determining approvals of Minor renovations to the strata committee.

12.3 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.

12.4 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.

12.5 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.

12.6 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.

12.7 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.

12.8 In accordance with s 106(3) of the Management Act, the Owners Corporation has determined that:

(a) it is inappropriate to maintain, renew, replace or repair common property altered by Cosmetic works or Minor renovations, and

(b) 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.

13 By-law 13. Floor Coverings (replaced 27 June 2019)

13.1 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.

13.2 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 of the new flooring by the City of Sydney or the 5 star rating set by the Australian Association of Acoustical Consultants, whichever is the higher standard.

13.3 An owner proposing to change any flooring within a lot must (other than rooms specified in 13.7):

(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.

13.4 If a certificate is not provided to the Owners Corporation within 3 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 3 months of service of that notice and provide evidence to the Owners Corporation of such compliance.

13.5 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.

13.6 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.

13.7 An owner will not be permitted to have any flooring cover other than carpet within a bedroom within a lot (unless the bedroom is above a non-habitable area, i.e garage or storage), where carpet was the original flooring cover in that bedroom.

14 By-law 14. Preservation of fire safety

14.1 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.

15 By-law 15. Storage of inflammable liquids and other substances and materials

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

15.2 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

16 By-law 16. Vehicles on common property

16.1 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 and loading docks.

17 By-law 17. Use of Car Parking Spaces

17.1 On-site car parking spaces, except spaces allocated for visitors and service vehicles (i.e. the loading dock), 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.

17.2 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 on a continuing basis. Owners or occupiers may only use these power sources for small appliances and on a short-term basis.

17.3 The Owners Corporation has the right to use any power source located within a lot provided that use is for a power source for small appliances and on a short term basis.

17.4 The Owners Corporation has the right to disconnect any power source used by an owner or occupier in contravention of by-law 17.2.

17.5 An owner or occupier of a lot may only use a car space that is part of their lot (if any) for the purposes of parking a vehicle and for storage of personal effects in a storage container approved in writing by the Owners Corporation. Storage of personal effects in car spaces other than in an approved storage container is prohibited.

18 By-law 18. Visitor parking

18.1 Owners or occupiers must not park cars in designated visitor parking spaces or in loading docks. Visitor car parking spaces can only be used by Permitted Persons for a period of up to 24 hours or such other period as determined by the Owners Corporation or the Building Management Committee.

18.2 The visitor car parking spaces on Level BS of the Building can only be used by Permitted Persons associated with Sugar Dock or Silk.

18.3 The visitor car parking spaces on Level Bl of the Building can only be used by Permitted Persons associated with Sugar Dock, Stonecutters or Knox on Bowman.

19 By-law 19. Car Wash Bay

19.1 Owners or occupiers may use the Car Wash Bay only for the purpose of washing vehicles and animals permitted under by-law 3.

19.2 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 the 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.

20 By-law 20. Storage of Bicycles

20.1 Bicycles may be brought into the common access areas of the car park and stored in areas designated by the Owners Corporation for such purpose or within a car park lot or storage container attached to the lot.

20.2 An owner or occupier must not permit any bicycle to be brought into or stored in any part of the common property including the foyer, lifts, stairwells, hallways, garden areas, walkways, balconies or other parts of the common property, except as permitted in by law 20.1.

PART D – MANAGEMENT AND USE OF COMMON PROPERTY

21 By-law 21. Obstruction of common property

21.1 An owner or occupier of a lot must not, except with the approval of the Owners Corporation or pursuant to the by-laws then in force, use for their own purposes any part of the common property.

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

21.3 An owner or occupier must not place furniture, store personal effects on common property or affix decoration to doors (for example in corridors adjacent to lots).

22 By-law 22. Damage to lawns and plants on common property

22.1 An owner or occupier of a lot must not:

(a) damage any paved area, lawn, garden, tree, shrub, plant or flower being part of situated on common property; or

(b) use any portion of the common property for private purposes as a garden.

23 By-law 23. Damage to common property

23.1 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.

23.2 An approval given by the Owners Corporation under by-law 23.1 cannot authorise any additions to the common property.

23.3 All main entrance doors to lots are fire rated. Fire regulations forbid installation of security screen doors to these main entrance doors.

23.4 This by-law 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, in accordance with by-law 12 and by-laws 23.5 and 23.6.

23.5 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.

23.6 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.

24 By-law 24. Moving furniture and other objects through common property

24.1 An owner or occupier of a lot must not transport any furniture or large object through common property within the Building unless sufficient notice has first been given to the Resident Services Manager, 45 Bowman Street, Pyrmont, so as to enable a representative to be present at the time when the owner or occupier does so.

24.2 An owner or occupier must comply with any rules or policy adopted by the Owners Corporation under by-law 30 for moving in or moving out of the Building, including the payment of a non-refundable fee of $167.20 (or such other amount as fixed by the rules from time to time) to cover security costs and a refundable deposit bond of $300 (or such other amount as fixed by the rules from time to time) for the purposes of repair of any damage to common property during a move.

25 By-law 25. Behaviour of owners, occupiers and invitees

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

25.2 An owner or occupier of a lot must not consume alcohol while on common property, unless approved by the Strata Committee

25.3 An owner or occupier must not engage in any illegal behaviour while on common property.

26 By-law 26. Children playing on common property

26.1 Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the Owners Corporation as part of the Recreational Facilities, but may only use an area designated for swimming while under adult supervision.

26.2 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.

27 By-law 27. Common Property Memorandum

27.1 The Common Property Memorandum contained at Annexure "A" to this by-law is adopted except where modified by this by-law and any other exclusive use or common property by-law or by-law authorising the alteration or addition to the common property.

(a) Air conditioning

27.2 Where air conditioning has been installed in a lot by the Original Owner, 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.

27.3 Subject to by-law 27.4, the Owners Corporation:

(a) must maintain replace or repair the Air Conditioning Equipment as necessary;

(b) bears the sole responsibility of insuring the Air Conditioning Equipment;

(c) must comply with the requirements of any competent authority regarding the operation of the Air Conditioning Equipment; and

(d) 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.

27.4 Owners are solely responsible for:

(a) the cost of changing filters in Air Conditioning Equipment located within lots; and

(b) the repair of Air Conditioning Equipment located within lots where the lot owner or occupier has failed to grant access for maintenance and repair under by-law 27.3 for more than 12 months.

27.5 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.

27.6 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.

(b) Lifts on common property within the Building

27.7 The Owners Corporation must establish a contact for the repair, replacement, service and maintenance of all building lifts within the 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.

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

27.9 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 strata committee; and 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.

(c) Spa pools within lots

27.10 The servicing, repair, maintenance or replacement of any spa pool that exclusively serves one lot in the Building is the sole responsibility of the owner of that lot. Those owners must keep any such spa pool properly maintained and serviced at all times.

27.11 Any owner in breach of this by-law is responsible for any damage to his or her lot, or any other lot or common property caused by failure or neglect of the owner.

(d) Rooftop Louver Systems - Exclusive use

27.12 In this by-law System means the common property automated louver system that forms a roof over part of the rooftop terraces of lots 97 and 100 and includes all wiring, switching, machinery, plant and equipment that services each System.

27.13 The owner of the time being of each of lots 97 and 100 (Owner) has exclusive use and enjoyment of that part of the System located within or above their lot.

27.14 Subject to by-law 27.15, each owner is solely responsible for the cleaning, repair, maintenance and replacement of the System forming part of their lot.

(e) Hot Water Systems

27.15 The owner of each lot has a special privilege to connect to and use the common property hot water system.

27.16 The Owners Corporation must operate, maintain, repair and replace the hot water system.

27.17 The Owners Corporation may have agreements with third parties about the operation, maintenance, repair and replacement of the hot water systems.

(f) Key Safes

27.18 Subject to the provisions of this by-law, each owner may install a Key Safe within the common property fire hose reel cupboard located on the same level as the lot concerned.

27.19 An owner proposing to install a Key Safe in accordance with this by law must make an application in writing, on the form prescribed from time to time, to the Owners Corporation for consent and include in the application:

(a) the make and type of Key Safe to be installed;

(b) the precise location within the common property garbage room locate on the floor the unit, where the Key Safe is to be installed; and

(c) the details of the installer of the Key Safe.

27.20 The Owners Corporation may refuse consent to the installation of a Key Safe in its absolute discretion.

27.21 The Key Safe is to remain a fixture of the lot and each owner is solely responsible for the cleaning, repair, maintenance and replacement of a Key Safe appurtenant to the owner's lot. The Owners Corporation may direct the carrying out of such cleaning, repair, maintenance and replacement.

27.22 The Key Safe is only to be used by permanent residents of the lot concerned in accordance with by- laws 1 and 2 and not for the purposes of facilitating short term letting of apartments.

27.23 If an owner installs a Key Safe without consent or fails to comply with by-law 27.19 or 27.20, the Owners Corporation may remove the Key Safe and make good the common property. Any costs incurred in doing so may be recovered as a debt from the owner concerned.

Annexure A to by-law 27

Common property memorandum

Owners corporation responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	(a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) balcony ceilings (including painting) (d) security doors, other than those installed by an owner after registration of the strata plan (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (f) common wall fencing, shown as a thick line on the strata plan (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (h) awnings within common property outside the cubic space of a balcony or courtyard (i) walls of planter boxes shown by a thick line on the strata plan (j) that part of a tree which exists within common property
2. Ceiling/Roof	(a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility) (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility) (c) guttering (d) membranes
3. Electrical	(a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot (g) power point sockets serving more than one lot (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under *Environmental Planning and Assessment Act 1979*) (i) telephone, television, internet and cable wiring within common property walls (j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property (k) lifts and lift operating systems
4. Entrance door	(a) original door lock or its subsequent replacement (b) entrance door to a lot including all door furniture and automatic

	closer (c) security doors, other than those installed by an owner after registration of the strata plan
5. Floor	(a) original floorboards or parquetry flooring affixed to common property floors (b) mezzanines and stairs within lots, if shown as a separate level in the strata plan (c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan (d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan
6. General	(a) common property walls (b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) any door in a common property wall (including all original door furniture) (d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility) (e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan (f) ducting cover or structure covering a service that serves more than one lot or the common property (g) ducting for the purposes of carrying pipes servicing more than one lot (h) exhaust fans outside the lot (i) hot water service located outside of the boundary of any lot or where that service serves more than one lot (j) letter boxes within common property (k) swimming pool and associated equipment (l) gym equipment
7. Parking / Garage	(a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan (b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot (c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot (d) mesh between parking spaces, if shown by a thick line on the strata plan
8. Plumbing	(a) floor drain or sewer in common property (b) pipes within common property wall, floor or ceiling (c) main stopcock to unit

	(d)	storm water and on-site detention systems below ground
9. Windows	(a)	windows in common property walls, including window furniture, sash cord and window seal
	(b)	insect-screens, other than those installed by an owner after the registration of the strata plan
	(c)	original lock or other lock if subsequently replacement by the owners corporation

Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	(a)	awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan
	(b)	that part of a tree within the cubic space of a lot
2. Ceiling/Roof	(a)	false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	(a)	air conditioning systems, whether inside or outside of a lot, which serve only that lot
	(b)	fuses and fuse boards within the lot and serving only that lot
	(c)	in-sink food waste disposal systems and water filtration systems
	(d)	electrical wiring in non-common property walls within a lot and serving only that lot
	(e)	light fittings, light switches and power point sockets within the lot serving only that lot
	(f)	telephone, television, internet and cable wiring within non- common property walls and serving only that lot
	(g)	telephone, television, internet and cable service and connection sockets
	(h)	intercom handsets serving one lot and associated wiring located within non-common walls
4. Entrance door	(a)	door locks additional to the original lock (or subsequent replacement of the original lock)
	(b)	keys, security cards and access passes
5. Floor	(a)	floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan
	(b)	lacquer and staining on surface of floorboards or parquetry flooring
	(c)	internal carpeting and floor coverings, unfixed floating floors
	(d)	mezzanines and stairs within lots that are not shown or referred to in the strata plan
6. General	(a)	internal (non-common property) walls
	(b)	paintwork inside the lot (including ceiling and entrance door)
	(c)	built-in wardrobes, cupboards, shelving
	(d)	dishwasher

	(e) stove (f) washing machine and clothes dryer (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) (h) internal doors (including door furniture) (i) skirting boards and architraves on non-common property walls (j) tiles and associated waterproofing affixed to non-common property walls (k) letterbox within a lot (l) pavers installed within the lot's boundaries (m) ducting cover or structure covering a service that serves a single lot
7. Parking / Garage	(a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary (c) light fittings inside the lot where the light is used exclusively for the lot (d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the *Dividing Fences Act 1991* applies)
8. Plumbing	(a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and any associated hardware
9. Windows	(a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys

28 By-law 28. Recreational Facilities

28.1 Owners and occupiers must comply with rules for the use of the Recreational Facilities as adopted in the Strata Management Statement or as amended by the Building Management Committee from time to time.

29 By-law 29. Bathroom facilities within the common property

29.1 Bathroom facilities are provided for use in connection with use of the Recreational Facilities and must not be used for any other purpose.

30 By-law 30. Rules and policies

30.1 The Owners Corporation at a general meeting may make, amend and at any time add to rules and policies for the control, management, operation, use and enjoyment of the common property and the parcel, including, but not limited to:

(a) Rules and policies for moving in or out of the Building including the payment of a non-refundable fee to cover security costs up to $200 and a refundable deposit bond of up to $350 for the purposes of repair of any damage to common property during a move;

(b) Rules for the carrying out of works by owners to common property in connection with the owner's lot, including standard conditions of approval; and

(c) Policies for the types of storage containers that may be approved for use in a car parking area attached to a lot; and

(d) Policies for the provision of Security Keys.

30.2 The rules and policies 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.

30.3 The rules and policies bind owners, occupiers and mortgagee in possession of a lot.

PART E – SECURITY, COMMUNITY MANAGEMENT AND STRATA MANAGEMENT

31 By-law 31. Security keys

31.1 The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.

31.2 The Owners Corporation must make Security Keys available to:

(a) owners; and

(b) persons authorised by the Owners Corporation.

31.3 The Security Keys provided to persons under by-law 31.2 need only:

(a) provide access to the parts of the Building that those persons are entitled to access; and

(b) be provided in the proportions determined by a rule made under by-law 30.

31.4 The strata committee, acting reasonably, may revoke access to part of the common property of the Building, other than the lot occupied by the person, in the event of breach of the relevant by-law or rules made under by-law 28 or 30.

31.5 The Owners Corporation may charge a reasonable fee for a Security Key required by an owner of a lot.

31.6 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.

31.7 A person to whom a Security Key is made available must:

(i) not duplicate or copy the Security Key;

(ii) immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;

(iii) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and

(iv) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

32 By-law 32. Strata Management Statement

32.1 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 governs, among other things the use of the Recreational Facilities and shared facilities such as car parking areas, security procedures for the Building and building management.

32.2 If there is an inconsistency between these by-laws and the Strata Management Statement, the terms of the Strata Management Statement prevail.

32.3 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.

33 By-law 33. Community Management Statement

33.1 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) garbage collection;
(f) carrying out building works; and
(g) security.

Note: Community Management Statement is defined in the Dictionary to these by-laws.

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

33.3 A breach of by-laws contained in the Community Management Statement amounts to a breach of these by-laws.

33.4 Nothing in these by-laws allows an Owner or Occupier to do something that is prohibited or regulated by the Community Management Statement.

34 By-law 34. Architectural Standards and Landscape Standards

34.1 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.

34.2 Owners and occupiers must comply with architectural and landscape standards.

35 By-law 35. Access to services and plant and equipment rooms

35.1 Section 122 of the Management Act 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 Management Act or by an order made under the Management Act or required by any public authority. Persons must not obstruct or hinder the Owners Corporation in the exercise of its functions under 5.122.

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 Strata 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.

35.3 Without limitation to this by-law, the owners and occupiers for the time being of lots 97 and 100 must allow access to the Owners Corporation, its agents, employees or contractors to the rooftop terrace areas of their lots for the purpose of carrying out building maintenance and window cleaning to other parts of the Building. Davit

points may be located within these lots for the purpose of lowering window cleaning equipment down the outside of the Building. The Owners Corporation, via the Strata Committee or strata manager must except in the case of an emergency, endeavour to give reasonable notice and make an appointment for any required access.

36 By-law 36. Change in use of lot to be notified

36.1 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).

36.2 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.

37 By-law 37. Inappropriate use

An owner or occupier of a lot must not use or leave anything on the common property in a manner or for a purpose other than that for which it is constructed or intended.

38 By-law 38. Non Compliance

38.1 The Owners Corporation may take any action as empowered under the Management Act.

38.2 Every owner must ensure that neither the owner nor any occupier or any Permitted Person does or allows to happen anything within or on the lot or common property which causes any damage to common property.

38.3 In the event that an owner breaches by-law 38.2 (so that common property requires repair), the Owners Corporation may:

(a) recover from that owner the cost of repairing the damage caused to the common property; or

(b) if insurance pays for all of that damage to common property, recover from that owner any excess relating to the insurance claim; or

(c) if insurance pays for part of that damage to common property, recover from that owner any excess relating to the insurance claim and the remaining cost of repairing the damage caused to common property, as a debt due to the Owners Corporation.

38.4 Any amount due to be paid to the Owners Corporation pursuant to this by-law will, if not paid at the end of one (1) month after an invoice has issued in relation to that debt, bear simple interest at the annual rate set by the Management Act with respect to outstanding contributions.

38.5 The Owners Corporation will also be entitled to recover as a debt due by a person liable to make any payment under this by-law, the expenses of recovering any expenses for which that person is liable under this by-law.

38.6 Any expense of the Owners Corporation which is recoverable pursuant to this by-law will become due and payable at such time as the Owners Corporation becomes liable to pay the expense.

38.7 Any invoice issued by the Owners Corporation or the strata managing agent stating the amount recoverable by the Owners Corporation as a debt from the Owner or Occupier and the amount of interest due thereon, will be prima facie evidence of the matters set out in that invoice.

38.8 The Owners Corporation is entitled to recover expenses under this by-law in either the same action or a separate action from the one in which it seeks to recover any other amount due under this by -law.

38.9 An owner or occupier must allow the Owners Corporation access to the lot to rectify any breach of by-law 41.2.

39 By-law 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 By-law 40. Appointment of a BMC Representative

The executive committee of the owners corporation is authorised to appoint a representative and casual representative of the owners corporation to the building management committee as required.

41 By-law 41. Electronic Service of Documents

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

PART F – DEFINITIONS

42 By-law 42. Definitions

42.1 A word used, but not defined in these by-laws, has the same meaning given to it as in the Management Act.

42.2 Unless otherwise defined in these by-laws, defined terms have the same meaning as in the Strata Management Statement and the Community Management Statement.

42.3 In these by-laws:

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.

Building means the buildings at 2 Distillery Drive Pyrmont and 15 Bowman Street Pyrmont, known as "Silk".

Building Management Committee means the Building Management Committee appointed under the Strata Management Statement for Sugar Dock, Stonecutters, Silk and Knox on Bowman.

Community Management Statement means the Jacksons Landing Community Management Statement registered with DP270215 as amended from time to time.

Cosmetic work means any work to common property in connection with the owner's lot comprising:

(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 or shelving;
(g) installing or replacing internal blinds and curtains;
(h) installing audio or audio-visual equipment to the inter-allotment ceilings, in places designated on the plans by the original owner;
(i) installing any locking or other safety device for protection of the owner's lot against intruders;
(j) any screen or other device to prevent entry of animals or insects on the lot;
(k) any structure or device to prevent harm to children; and
(I) any other work prescribed by the Regulations for the purposes of s 109 of the Management Act.

Car Wash Bay means the designated areas within the basement of Silk's parcel for washing vehicles.

Community Property means property owned by Jackson's Landing Community Association, being Lot 1 OP 270215.

Council means the Council of the City of Sydney.

Development Consent means the development consent No. 241-07-04 or any modification of that consent.

Excluded Dog has the same meaning as in the Community Management Statement, which is:

(i) Pit Bull terrier;
(ii) American Pit Bull terrier;
(iii) Dogo argentino;
(iv) Fila Breazileiro;
(v) Japanese Tosa;
(vi) any other outcross;
(vii) any dog prohibited from importation into Australia by the Commonwealth Government;
(viii) an unregistered or dangerous dog under the Companion Animals Act 1998.

Key Safe means a small storage unit of a make and type approved by the Owners Corporation designed for the purposes of storing private keys to an apartment.

Knox on Bowman means the building located at 35 Bowman Street, Pyrmont (Strata Plan 76418).

System means the common property automated louver system that forms a roof over part of lots 97 and 100 and includes all wiring, switching, machinery, plant and equipment that services each System.

Management Act means the Strata Schemes Management Act, 2015 as amended from time to time.

Management Regulations means the Strata Schemes Management Regulation 2016 and, if amended, repealed or replaced, any amending or replacing regulation.

Minor renovations means any work to common property in connection with the owner's lot including, but not limited to:

(i) renovating a kitchen that does not involve the relocation of pipes or services;
(ii) changing recessed light fittings;
(iii) installing or replacing wood or other hard floors (subject to by-law 13);
(iv) installing or replacing wiring or cabling or power or access points;
(v) work involving reconfiguring non-structural walls;
(vi) renovating a bathroom that does not involve relocation of pipes or services or waterproofing; and
(vii) 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 bys 109 of the Management Act or work falling within s 110(7) of the Management Act.

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.

Recreational Facilities means the gymnasium, swimming pool and steam room constructed within the Sugar Dock and Silk parcels.

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.

Regulations means the Strata Schemes Management Regulations, 2016, as amended from time to time.

Security Key means an electronic card, fob or button used to access common property in the Building, Recreational Facilities and Community Property.

Stonecutters means the building at 5 Tambua Street, Pyrmont (Strata Plan 82306).

Strata Management Statement means the Strata Management Statement registered with Strata Plan 76418 as amended from time to time.

Silk means the Building (Strata Plan 86806).

Sugar Dock means the building located at 4 Distillery Drive, Pyrmont and 25 Bowman Street, Pyrmont (Strata Plan 84689).

Vehicle includes the following (and any combination of them):

(a) a motor vehicle, trailer, bicycle, motorised wheelchair, each as defined by the Road Rules, 2008; and
(b) a boat, a caravan or other towable item.

Waste has the same meaning as in the Protection of the Environment Operations Act, 1997 and, without limitation, includes garbage and recyclable material.

PART G – SPECIAL BY-LAWS

Special By-Law 1 – Renovation Works at Lots 74 and 75 *(passed 27 June 2019)*

(Incorrectly referred to in previous dealing as 'By-law 43').

1. For the purposes of this by-law:

(a) "**Act**" means the Strata Schemes Management Act 2015 as amended from time to time;

(b) "**Authority**" means any government, semi-government, statutory, public, private, or any other authority having any jurisdiction over the Lots or the Building, including the local council;

(c) "**Building**" means the building and improvements on the land located at 2 Distillery Drive, Pyrmont NSW 2009;

(d) "**Common Property**" means the common property in the Strata Plan;

(e) "**Costs**" means all professional and trade costs, fees, and disbursements incurred as a result of, or associated with, this by-law, the Works and Remedial Works, and any damage caused as a result of the Works and/or Remedial Works;

(f) "**Future Owners**" means the registered proprietors of the Lots from time to time, succeeding the Owners;

(g) "**Indemnify**" means the Owners indemnifying the Owners Corporation in respect of the Works and/or Remedial Works or anything arising from the Works and/or Remedial Works, including, but not limited to the following:

i. All actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
ii. Any sum payable by way of increased premiums; and
iii. Any costs or damages for which the Owners Corporation is or becomes liable;

(h) "**Lots**" means lot 74 and lot 75 in the Strata Plan;

(i) "**Owners**" means the registered proprietors of the Lots at the date this by-law is registered, and with respect to clauses 5 to 13 inclusive, includes the Future Owners;

(j) "**Owners Corporation**" means the owners corporation known as The Owners-Strata Plan No. 86806;

(k) "**Remedial Works**" means the repair, maintenance, replacement and/or removal of items relating to the Works and/or Common Property affected by the Works;

(l) "**Strata Plan**" means Strata Plan No. 86806;

(m) "**Works**" means the works set out in 'Schedule of Works -- Interior Refurbishment' prepared by Zouk Architects annexed to this by-law and marked "A", so far as those works affect the adjoining common property, including the creation of a door between the wall dividing the Lots in accordance with the plan by Zouk Architects annexed to this by-law and marked "B".

2. Where any terms in this by-law are not defined, they will have the same meaning those words are attributed under the Act.

3. If this by-law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.

4. Subject to the provisions of this by-law, the Owners Corporation grants the Owners the right to carry out the Works.

5. The Owners are jointly and severally responsible for all obligations arising under this by-law, including for the carrying out of the Works and Remedial Works.

6. The Owners must carry out Remedial Works when and where necessary.

7. The Works and Remedial Works must be carried out and completed:

   (a) in a proper and workmanlike manner by licensed and/or accredited contractors using proper materials;
   (b) with due skill and care;
   (c) in compliance with the Building Code of Australia and any other Australian Standards as applicable;
   (d) in compliance with all necessary approvals from any Authority;
   (e) in compliance with all reasonable requirements of the Owners Corporation;
   (f) in keeping with the appearance of the Building in its style, colour, materials, and overall design;
   (g) so as to not unreasonably interfere with the enjoyment of Common Property or access to lots in the Strata Plan by other persons;
   (h) in a way which minimises disturbance to other persons including but not limited to minimising vibration, noise, dust, and dirt;
   (i) while ensuring that the security of the Building is maintained throughout the performance of the Works and/or Remedial Works;
   (j) while promptly and completely removing all rubbish from the Building resulting from the Works and/or Remedial Works;
   (k) while keeping all areas of the Building as clean and tidy as possible;
   (l) while promptly repairing any damage to the Building caused by the Works and/or Remedial Works; and
   (m) in a way that does not interfere with the structural integrity of the Building.

8. The Owners are jointly and severally responsible for, and will bear all Costs.

9. In the event lots or Common Property are damaged because of the Works or Remedial Works, the Owners are jointly and severally responsible for and will pay the Costs of rectifying the damage.

10. The Owners will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.

11. The Owners will not claim upon the Owners Corporation's insurance in respect of anything arising out of the Works or Remedial Works.

12. The Owners will indemnify and will keep indemnified the Owners Corporation.

"A"

SCHEDULE OF WORKS – INTERIOR REFURBISHMENT

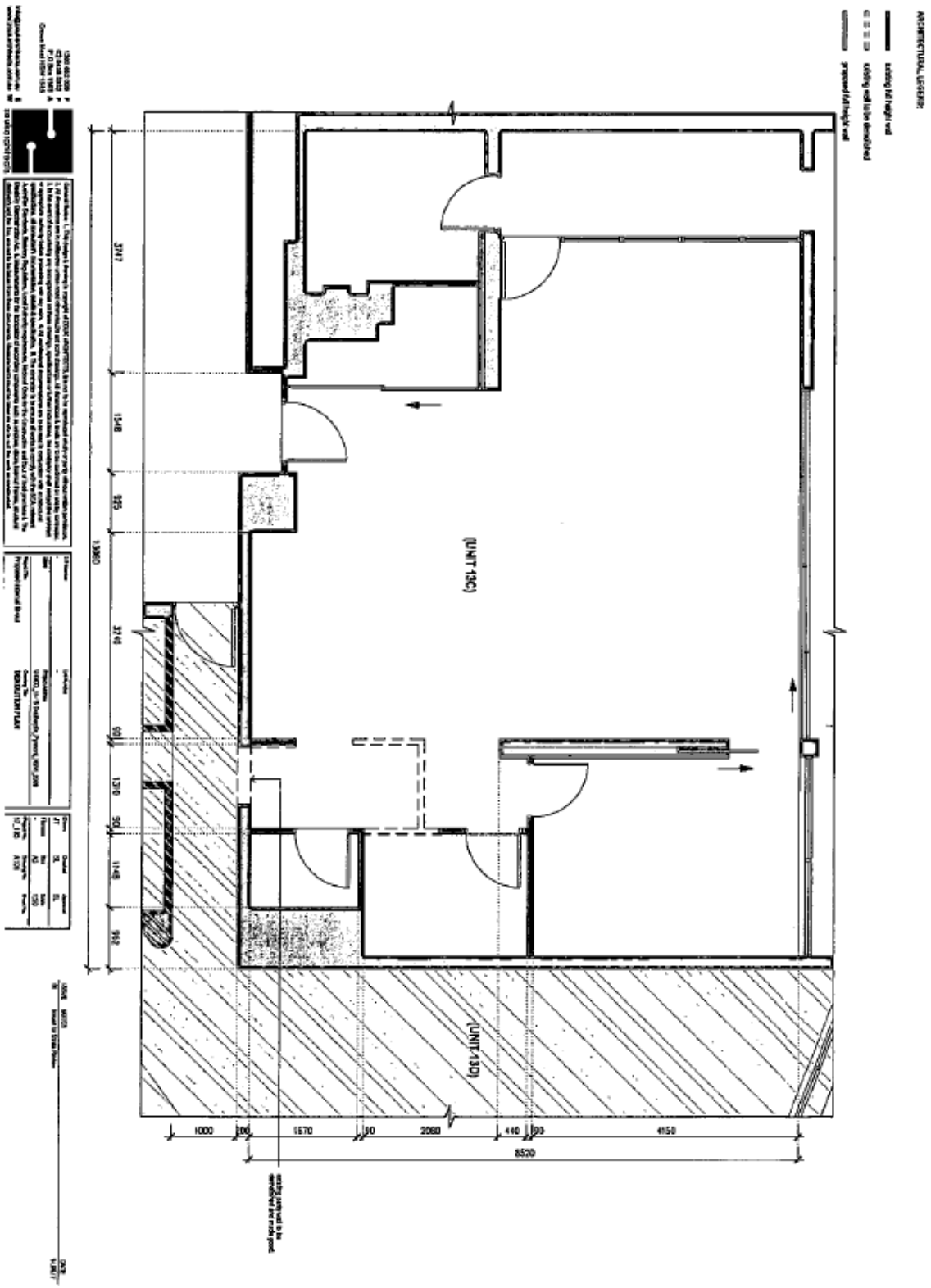
zoukarchitects
M: P.O.Box 1569 Crows Nest NSW 1585
P: 02 9098 5010 F: 02 9098 5011
E: info@zoukarchitects.com.au
W: www.zoukarchitects.com.au
ABN 42 129 181 120 RN 7404

PROJECT:	REF:
U13C/D_11-15 Distillery Dr_Pyrmont_NSW_2009	17_105

OWNER:	-	ISSUE NO:	01
CONTRACTOR:	-	DATE ISSUED:	14-Jun-17

NO.	LEVEL	AREA	SCOPE OF WORK
TENANCY PARTY WALL			
1	13	Tenancy Wall	• Removal of approximately 0.88m length of common tenancy wall between Unit 13C & 13D. • Construction of connection door.
UNIT 13C			
2	13	Internal Walls	• Demolition of existing laundry wall and part of bathroom wall. • Construction of new laundry internal wall.
3	13	Internal Walls	• Removal of wall finishes of bathroom and kitchen and reinstate with new.
4	13	Walls & Ceiling	• New wall & ceiling paint throughout.
5	13	Flooring	• Removal of floor finishes of bathroom and kitchen and reinstate with new.
6	13	Plumbing	• Replacement of internal sanitary fittings at same location. No new slab penetrations required.
7	13	Services	• Relocate gas point to new position.
8	13	Electrical	• Remove existing and install new light fitting.
9	13	Existing Kitchen	• Removal of existing casework and fittings and reinstate with new.

"B"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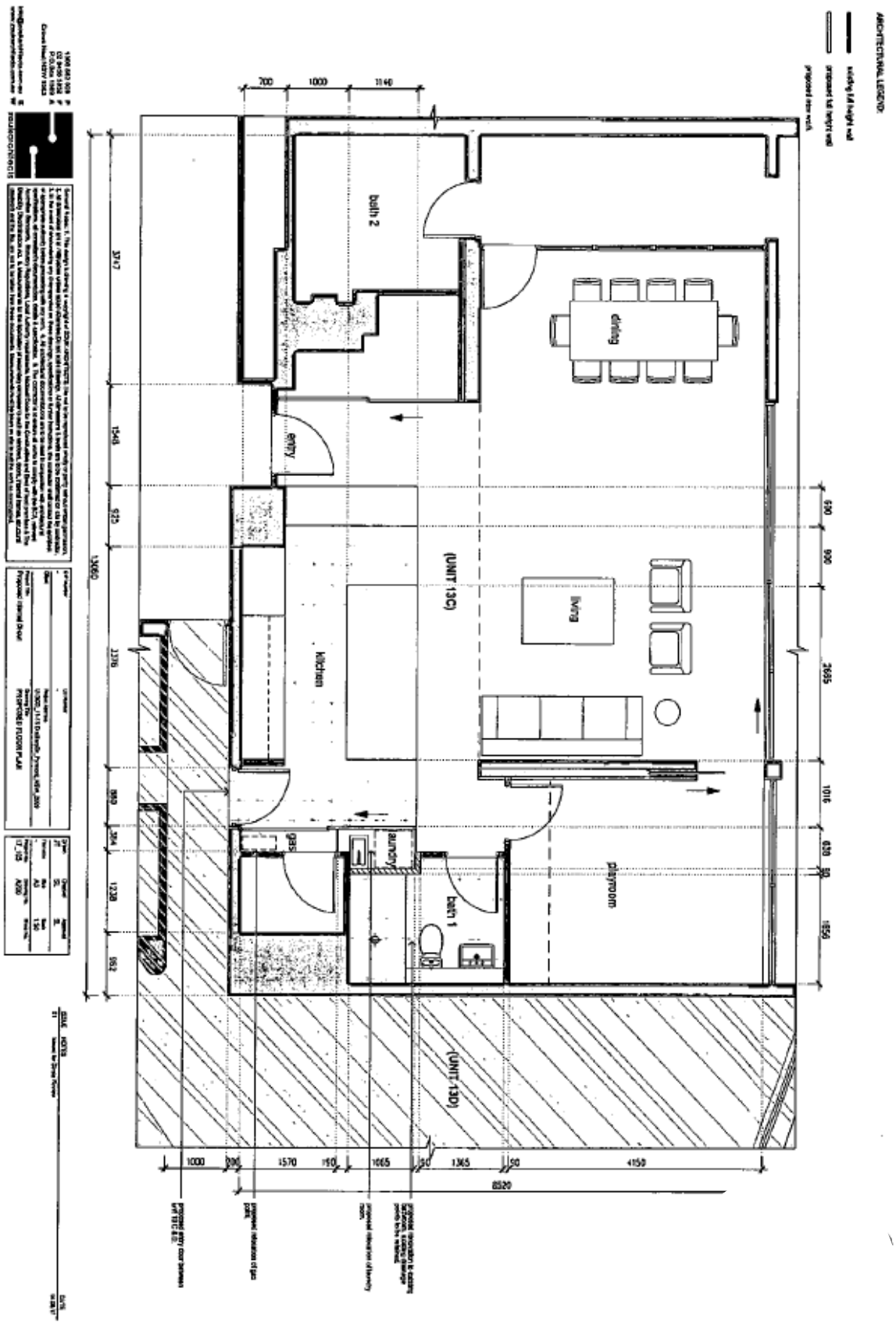
ARCHITECTURAL LEGEND:
existing full height wall
proposed full height wall
proposed new work
bdrm 2
dining
entry
(UNIT 13C)
kitchen
living
gas
laundry
bdrm 1
playroom
(UNIT 13D)
700
1000
1140
3747
1548
925
1376
883
384
1238
552
13060
630
930
2695
1016
630
90
1856
1000
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Special By-Law 2 – Electric Vehicle Charger Works & Use Conditions *(passed 8 September 2025)*

(a) General

(i) The Owners Corporation will be installing EV Charging Infrastructure. This by-law is to manage the installation and use of Electric Vehicle Chargers and the EV Charging Infrastructure by owners and occupants of Silk and their visitors.

(ii) Authorised Owners are granted a special privilege to install and keep, renew and replace the Permitted Works on the conditions of this by-law.

(iii) Authorised Owners will be responsible for the installation, maintenance and repair of the Permitted Works at their cost.

(iv) In order to ensure access for all lots, Authorised Owners may install only one (1) Electric Vehicle Charger per lot.

(b) Permitted Work

The Authorised Owner may install and keep an Electric Vehicle Charger servicing the Authorised Lot (**"Permitted Works"**), including:

(i) installation of an Electric Vehicle Charger to the common property wall and/or floor adjacent to the car parking space forming part of the Authorised Lot;

(ii) installation of any required mount, conduit and cabling to connect the Electric Vehicle Charger to the Connection Point;

(c) Application to Connect an Electric Vehicle Charger

(i) An owner of a lot must make an application to the Owners Corporation or Strata Committee (via its strata manager or other nominated representative) for the installation of an Electric Vehicle Charger and connection to the EV Charging Infrastructure using the required application form.

(ii) The Owners Corporation or Strata Committee will, upon request, provide an application form and guidelines for connection detailing the information to be provided for approval. The guidelines and requisite information may be changed at any time at the discretion of the strata committee.

(iii) The Owners Corporation or Strata Committee must not unreasonably withhold approval for an owner to install the Electric Vehicle Charger or connect to the EV Charging Infrastructure.

(iv) Once approval is received, the Authorised Owner may proceed with the installation of the Electric Vehicle Charger, as detailed in the approved application, and connection to the EV Charging Infrastructure.

(v) Access and timing for an Authorised Owner's Electric Vehicle Charger installation and connection to the EV Charging Infrastructure must be agreed with the building manager.

(vi) Where an Authorised Owner wishes or is required under this by-law to replace an existing Electric Vehicle Charger they must, unless the replacement Electric Vehicle Charger is the same model as the one currently installed, apply for the Owners Corporation's or Strata Committee's approval for the proposed replacement Electric Vehicle Charger as if it were a new installation.

(d) Electricity Costs and Metering

(i) The Permitted Works must be installed and operated in a manner that results in the electricity usage charges for the subject Electric Vehicle Charger being separately metered, and with such costs, and any associated charges, being billed through the billing system that forms part of the EV Charging Infrastructure.

(ii) Each Authorised Owner and each occupant of an Authorised Lot who uses the Electric Vehicle Charger:

a. Must create an account with the billing system software forming part of the EV Charging Infrastructure in their name;

b. Must not use the Electric Vehicle Charger until they have created such an account;

c. Acknowledges that they are responsible for the costs of the electrical consumption incurred through their use of the Electric Vehicle Charger and all associated account charges, including any subscription fee, and interest charged on overdue payments;

d. Must promptly pay all invoices issued through the billing system software; and

e. Is responsible, should they sell the Authorised Lot or, in the case of an occupier, cease to occupy an Authorised Lot, for transferring or cancelling any subscription or account created for the use of the Electric Vehicle Charger.

(e) Ongoing maintenance and use

The Authorised Owner has exclusive use of the common property which is occupied by the works permitted in sub-clause (a) of this by-law once complete ("Exclusive Use Area") and:

(i) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area;

(ii) must:

a. renew and replace the Permitted Works if they fall into disrepair such that they are either unable to be repaired or it is uneconomical to repair them subject to clause (e)(ii)(b) below;

b. if the Electric Vehicle Charger installed under this by-law falls into disrepair such that it cannot be repaired, or it is not economical to repair it, renew and replace the Electric Vehicle Charger once approval of the new Electric Vehicle Charger (if required) has been provided by the Owners Corporation under this by-law;

(iii) must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements of this by-law and any applicable law; and

(iv) must ensure that they and any occupants of their lot keep the Exclusive Use Area clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property.

(f) Use of the Electronic Vehicle Charger

The Authorised Owner and the occupants of an Authorised Lot must in their use and enjoyment of the Electronic Vehicle Charger ensure that any Electronic Vehicles (including the batteries) that are connected to the Electronic Charger are:

(i) Undamaged and in a state of good repair; and

(ii) Charged in accordance with their manufacturer's guidelines or recommendations.

(g) Conditions for Permitted Works

The Authorised Owner must ensure that:

(i) The Permitted Works comply with the National Construction Code, the Building Code of Australia, any applicable Australian Standards (including without limitation the Australia/New Zealand Wiring Rules (AS/NZS 3000:2018)), and any other applicable law or Authority conditions or approvals.

(ii) The Permitted Works are carried out with minimum disruption to the strata scheme, including owners and occupiers of other lots.

(iii) The Permitted Works do not cause or contribute to any damage to the property of other owners or occupiers of lots or the Owners Corporation.

(iv) The Permitted Works do not cause or amount to a nuisance or hazard to any other owners or occupiers of lots.

(v) In respect of the Permitted Works, the following insurance is effected and maintained:

(A) contractor's all-risk insurance (including public liability insurance of not less than $20,000,000 per event); and

(B) any insurance required by law.

(h) Indemnity

(i) The Authorised Owner indemnifies and keeps the Owners Corporation indemnified for any damage, cost, loss, claim, demand, suit or liability incurred by or brought against the Owners Corporation in connection with Permitted Works (or their use), the use of the Exclusive Use Area, or the Authorised Owner's breach of this by-law.

(ii) An occupant of an Authorised Lot who uses the Electric Vehicle Charger of that lot indemnifies and keeps the Owners Corporation indemnified for any damage, cost, loss, claim, demand, suit or liability incurred by or brought against the Owners Corporation in connection with their use of the Electric Vehicle Charger or the occupant's breach of this by-law.

(iii) The indemnity in sub-clauses (e) (i) and (ii) will not apply to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligent act or omission of the Owners Corporation or of its agents, employees or contractors.

(i) Remedy

If an owner or an occupier fails to comply with any obligation under this by-law, the Owners Corporation may:

(i) disconnect the relevant Electric Vehicle Charger from the EV Charging Infrastructure;

(ii) carry out all work necessary to perform the owner's obligation under this by-law;

(iii) enter onto any part of the owner's lot to carry out that work;

(iv) recover the costs of carrying out that work from the relevant owner as a debt due and payable; and

(v) include reference to that debt on levy notices and any other levy report or information.

(j) Interpretation

Unless the context otherwise requires:

(i) The terms of this by-law are to be read and interpreted in accordance with the Interpretation Act 1987 as if this by-law was an "instrument" within the meaning of that Act.

(ii) Terms used in this by-law that are defined in the Management Act have the same meaning.

(iii) A reference in this by-law to legislation includes a reference to:
- (a) all regulations, rules or statutory instruments made under or for the purposes of that legislation from time to time;
- (b) that legislation as it may be amended from time to time; and
- (c) any legislation which substantially replaces or re-enacts that legislation.

(iv) The singular includes the plural and vice versa.

(v) Headings are used for convenience only and do not affect the meaning of the clauses they relate to.

(k) Definitions

Unless the context otherwise requires, in this by-law:

Authorised Lot means any lot in Silk for which approval has been granted for the installation and keeping of an Electric Vehicle Charger under this by-law;

Authorised Owner means the owner of the Authorised Lot (or, if there is more than one such owner, those owners jointly and severally);

Authority means:

(a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
(b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
(c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
(d) an authorised fire officer within the meaning of Schedule 5 clause 16 of the Environmental Planning and Assessment Act 1979;

Building Code of Australia has the meaning given to it under the Environmental Planning and Assessment Act 1979;

Connection Point means a junction box installed in each lot for the connection of an Electric Vehicle Charger to the EV Charging Infrastructure;

Electric Vehicle Charger means an open charge point protocol charger and associated cabling to connect to the Connection Point servicing the Authorised Lot;

EV Charging Infrastructure means the backbone infrastructure to support EV charging which is comprised of a load management system, billing system, data network, Connection Point and associated cabling and support structures from the main switch board to the Connection Point.

National Construction Code means the National Construction Code published by the Australian Building Codes Board from time to time.