

Registered By-Laws

SP70012 – NEXUS - 13-19 ATCHISON STREET, ST LEONARDS NSW 2065 **BY-LAWS FOR NEXUS RESIDENTIAL**

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Special By-Laws

1 About the By-Laws**1.1 Purpose of the By-Laws**

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

1.2 Who must Comply with the By-Laws?

Owners and Occupiers must comply with by-laws, The Owners Corporation must comply with the by-laws.

2 Exclusive Use By-Laws**2.1 Purpose of the Exclusive Use By-Laws**

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Exclusive Use By-Law make Owners responsible for the Common Property which they exclusively use or have the benefit of.

2.2 Interpreting this By-Law

In this by-law, "you" means an Owner who has the benefit of an Exclusive Use By-Law.

2.3 How to Change an Exclusive Use By-Law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel an Exclusive Use By-Law with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law; and
- (b) amend or cancel this by-law only with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law.

2.4 Occupiers may Exercise Rights

You may allow another Owner or an Occupier to exercise your rights under an Exclusive Use By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Exclusive Use By-Law.

2.5 Regular Accounts for your Costs

If you are required under an Exclusive Use By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

- (a) include those amounts in notices for your administrative fund or sinking fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

2.6 Repairing Damage

You must repair damage you (or someone acting on your behalf) cause to Common Property or the property of another Owner or Occupier when exercising your rights or complying with your obligations under an Exclusive Use By-Law.

2.7 Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under an Exclusive Use By-Law.

2.8 Additional Insurances

In addition to your obligations under by-law 23 ("Insurance premiums"), you must reimburse the Owners Corporation for any increased premium for its insurance policies caused as a result of the exercise of your rights or the performance of your obligations under an Exclusive Use By-Law.

3 Strata Management Statement

3.1 Purpose

The Strata Management Statement regulates the management and **operational issues affecting Nexus Residential and Nexus Commercial**. It contains requirements (in addition to these by-laws) with which you and the Owners Corporation must comply including:

- (a) the apportionment of costs for Shared Facilities; and
- (b) architectural standards and controls; and
- (c) insurance requirements.

3.2 Who Must Comply with the Strata Management Statement?

You and the Owners Corporation must comply with the Strata Management Statement.

3.3 Copies of the Strata Management Statement

Contact the Strata Manager if you would like a copy of the Strata Management Statement (at your cost),

3.4 Building Management Committee

The Building Management Committee is established under the Strata Management Statement to administer issues affecting Nexus Residential and Nexus Commercial. The Owners Corporation and the owners corporation for Nexus Commercial must appoint a representative to represent and vote for them at meetings of the Building Management Committee. The Owners Corporation must appoint its representative by special resolution according to the Development Act.

3.5 Consents under the Strata Management Statement

Nothing in the by-laws gives you or the Owners Corporation consent to do anything which is prohibited or regulated by the Strata Management Statement. A consent under the by-laws does not relieve you or the Owners Corporation from obligations to obtain consents under the Strata Management Statement.

4 Your Behaviour

4.1 What are your General Obligations ?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of an Apartment or Common Property by another Owner or Occupier; or
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or
- (c) smoke cigarettes, cigars or pipes while you are on Common Property or in part of an Apartment which is air conditioned or allow smoke from them to enter Common Property; or
- (d) obstruct the legal use of Common Property by any person; or
- (e) do anything in Nexus Residential which is illegal; or
- (f) do anything which might damage the good reputation of the Owners Corporation or Nexus Residential.

4.2 Complying with the Law

You must comply on time and at your cost with all laws relating to:

- (a) your Apartment; and
- (b) the use of your Apartment; and
- (c) Common Property to which you have a licence, lease or a right to use under an Exclusive Use By-Law.

The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

5 You are Responsible for Others

5.1 What are your Obligations?

You must:

- (a) take all reasonable actions to ensure your visitors comply with the by-laws; and
- (b) make your visitors leave Nexus Residential if they do not comply with the by-laws; and

- (c) take reasonable care about who you invite into Nexus Residential; and
- (d) accompany your visitors at all times, except when they are entering or leaving Nexus Residential.

You must not allow another person to do anything which you cannot do under the by-laws.

5.2 Requirements if you Lease your Apartment

If you lease or licence your Apartment, you must:

- (a) provide your tenant or licensee with an up-to-date copy of the by-laws and the Strata Management Statement; and
- (b) ensure that your tenant or licensee and their visitors comply with the by-laws and the Strata Management Statement, and
- (c) take all action available to you, including action under the lease or licence agreement, to make them comply or leave Nexus Residential.

6 What are your Obligations for your Apartment?

6.4 General Obligations

You must:

- (a) keep your Apartment clean and tidy and in good repair and condition; and
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or the Strata Management Statement which service your Apartment (whether or not you made the installation or alteration); and
- (c) notify the Owners Corporation if you change the existing use of your Apartment in a way which may affect its insurance policies or premiums. See by-law 23 ("Insurance premiums") for important information about increasing and paying for insurance premiums; and
- (d) notify the Building Management Committee if you change the existing use of your Apartment in a way which may affect its insurance policies or premiums. See by-law 23 ("Insurance premiums"); and
- (e) at your expense, comply with all laws about your Apartment including requirements of Government Agencies.

6.2 When will you need Consent from the Owners Corporation?

Subject to the by-laws and the Strata Management Statement, you must have consent from the Owners Corporation to:

- (a) cant' out Building Works; or
- (b) keep anything in your Apartment which is visible from outside the Apartment and is not in keeping with the appearance of Nexus Residential; or
- (c) store anything in the carspace of your Apartment (other than a vehicle); or
- (d) enclose the carspace of your Apartment; or
- (e) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Apartment if they are visible from outside your Apartment or Nexus Residential; or
- (f) install an intruder alarm with an audible signal; or
- (g) attach or hang an aerial or wires outside your Apartment or Nexus Residential.

6.3 Floor Coverings

If you are an Owner, you must:

- (a) keep the floors in your Apartment covered or treated to stop the transmission of noise which might unreasonably disturb another Owner or Occupier; and
- (b) comply with the requirements of all laws regarding acoustic requirements for floors and floor coverings.

6.4 Changing Floor Coverings

You must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your Apartment which assist to prevent the transmission of noise which might unreasonably disturb another Owner or Occupier.

6.5 Window Tinting

You must have consent from the Owners Corporation to affix window tinting or other treatments to windows and glass doors in your Apartment and on the Balcony of your Apartment.

6.6 Window Coverings

Subject to the Strata Management Statement, window coverings (e.g. curtains, blinds and louvres) in your Apartment must be a colour and design approved by the Owners Corporation. The Owners Corporation will generally approve window coverings which are an off white colour.

6.7 Cleaning Windows and Balcony Balustrades

Subject to by-law 6.8 ("Rights and obligations of the Building Management Committee to clean windows"), you must clean the glass in:

- (a) pivot windows in your Apartment; and
- (b) windows and glass doors on the Balcony of your Apartment; and
- (c) the glass in the balustrade on the Balcony of your Apartment even if those items are Common Property. However, you do not have to clean the glass in windows or doors which you cannot access safely.

6.8 Rights and Obligations of the Building Management Committee to Clean Windows

Under the Strata Management Statement, the Building Management Committee:

- (a) must clean glass windows and doors in Nexus Commercial; and
- (b) must clean windows and glass doors in Nexus Residential which an Owner or Occupier is not required to clean under by-law 6.7 ("Cleaning windows and balcony balustrades"); and
- (c) may resolve to clean other glass in Nexus Residential.

If the Building Management Committee resolves to clean glass in your Apartment according to the Strata Management Statement, you are excused from your obligations under by-law 6.7 ("Cleaning windows and balcony balustrades") for the period that the Building Management Committee resolves to clean that glass.

6.9 Giving the Building Management Committee Access to your Apartment

You must give the Building Management Committee access to your Apartment according to the Strata Management Statement to enable it to comply with its obligations under the Strata Management Statement and, in particular, to clean windows and glass doors in Nexus Residential and Nexus Commercial.

6.10 Storage

If your Apartment contains a storage area (located in the carpark of Nexus Residential), you may use the storage area for the storage of household and similar goods. You must not use the storage area for parking a vehicle or trailer or as a habitable space.

6.11 Drying your Laundry

You must not hang laundry, bedding; or other articles on the Balcony of your Apartment or in an area that is visible from outside your Apartment.

6.12 Architectural Code

The Building Management Committee has adopted an Architectural Code for Nexus according to the Strata Management Statement. You and the Owners Corporation must comply with the Architectural Code.

7 The Balcony of your Apartment

7.1 What May you Keep on a Balcony?

You may keep planter boxes, pot plants, landscaping occasional furniture and outdoor recreational equipment on the Balcony of your Apartment if

- (a) it is a type approved by the Owners Corporation; or
- (b) it is a standard commensurate with the standard of Nexus Residential; Or
- (c) it will not (or is not likely to) cause damage; or
- (d) it is not (or is not likely to become) dangerous.

7.2 Removing Items from a Balcony

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require you, at your cost, to temporarily remove and store items from the Balcony of your Apartment that are not Common Property.

7.3 Enclosing a Balcony

Subject to the Strata Management Statement, you must have consent from the Owners Corporation and Government Agencies to enclose the Balcony of your Apartment.

8 Storing and Operating a Barbeque

8.1 What are your Rights and Obligations?

You may store and operate a portable barbeque on the Balcony of your Apartment if: (a) it is a type approved according to by-law 3.2 ("Types of portable barbeques"); and (b) it will not (or is not likely to) cause damage; and (c) it is not (or is not likely to become) dangerous; and (d) you keep it covered when you are not operating it; and (e) you keep it clean and tidy; and (f) you comply with this by-law.

8.2 Types of Portable Barbeques

You may store and operate the following types of portable barbeques on the Balcony of your Apartment:

- (a) a covered kettle style portable barbeque; or
- (b) a covered gas or electric portable barbeque; or
- (c) any other type approved by the Owners Corporation.

You may not store or operate a portable barbeque on the Balcony of your Apartment if that portable barbeque has no cover.

8.3 Operating a Portable Barbeque

You may only operate your barbeque during the hours of 9:00 am and 9:00 pm (or during other hours approved by the Owners Corporation).

8.4 What if your Barbeque Interferes with Someone Else?

When you use a barbeque, you must not create smoke, odours or noise which interferes unreasonably with another Owner or Occupier.

9 Keeping an Animal – AMENDED (AI127565)

9.1 What Animals May you Keep?

You may keep in your Apartment:

- (a) goldfish or other similar fish in an indoor aquarium;
- (b) bird in a cage;
- (c) a cat; and

9.2 Your Visitors

You must not allow your visitors to bring animals into Nexus Residential unless the animals are guide dogs or hearing dogs and your visitors are visually or hearing impaired.

10 Erecting a Sign

10.1 Your Obligations

Subject to the Strata Management Statement, you must not erect a sign in your Apartment or on Common Property.

10.2 While the Developer is an Owner, the Developer does not need consent from the Owners Corporation or the Building Management Committee to erect and display "For Sale" or "For Lease" signs on Common Property or in an Apartment which the Developer owns or leases.

11 Moving and Delivering Stock, Furniture and Goods – AMENDED (AI127565)

11.1 Moving In

You must make arrangements with the Owners Corporation at least 48 hours before you move in to or out of Nexus Residential or move large articles (e.g. furniture) through Common Property.

11.2 What are your Obligations?

When you take deliveries or move furniture or goods through Nexus Residential (including the delivery of stocks and goods), you must:

- (a) comply with the reasonable requirements of the Owners Corporation, including requirements to, fit an apron cover to the Common Property lift; and

- (b) repair any damage you (or the person making the delivery) cause to Common Property; and
- (c) if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.

11.3 Role of the Building Manager

The Owners Corporation may appoint the Building Manager to assist it to perform its functions under this by-law. If this happens, you must:

- (a) make arrangements with the Building Manager when you move in or out of Nexus Residential; and
- (b) comply with the reasonable requirements of the Building Manager when you take deliveries or move furniture or goods through Nexus Residential; and
- (c) pay a one off amount of \$150 for the Building Manager to oversee large deliveries or moving of furniture or goods through Nexus Residential and removing any debris caused from the Owner or occupier moving in or out of Nexus Residential.

12 Parking on Common Property

12.1 General Requirements

Subject to your rights under the Strata Management Statement, you must have consent from the Owners Corporation to park or stand a vehicle on Common Property.

12.2 Using the Visitor and Disabled Parking Space

The Visitor and Disabled Parking Space forms part of Common Property. It is available only for temporary use by your visitors. You must not park or stand a vehicle in the Visitor and Disabled Parking Space.

13 Controlling Traffic in Common Property

The Owners Corporation has the power to:

- (a) impose a speed limit for traffic in Common Property; and
- (b) impose reasonable restrictions on the use of Common Property driveways and parking areas; and
- (c) install speed humps and other traffic control devices in Common Property; and
- (d) install signs about parking; and
- (e) install signs to control traffic in Common Property and, in particular, traffic entering and leaving Nexus Residential.

14 How to Dispose of your Garbage

14.1 General Obligations

Subject to the by-laws, you must not deposit or leave garbage or recyclable materials:

- (a) on Common Property (other than in the Garbage Room or a garbage chute according to this by-law); or
- (b) in an area of your Apartment which is visible from outside your Apartment; or
- (c) in the carspace or storage space of your Apartment.

14.2 What are your Obligations?

You must:

- (a) drain and securely wrap your household garbage and put it in the garbage chute on your level of Nexus Residential; and
- (b) leave your other garbage and recyclable materials in the area in the Garbage Room designated by the Owners Corporation for that purpose; and
- (c) drain and clean bottles and make sure they are not broken before you place them in the area in the Garbage Room designated by the Owners Corporation for that purpose; and
- (d) recycle your garbage according to instructions from the Owners Corporation and North Sydney Council; and
- (e) contact the Owners Corporation to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that North Sydney council will not remove as part of its normal garbage collection service.

14.3 Rules for Using Garbage Chutes

You must not:

- (a) put bottles or glass in a garbage chute; or

- (b) put liquids in a garbage chute; or
- (c) put items that weight more than 2.5 kilograms in a garbage chute; or
- (d) put boxes or large items in a garbage chute that might block it.

14.4 Cleaning up Spills

If you spill garbage on Common Property, you must immediately remove that rubbish and clean that part of Common Property.

14.5 Obligations of the Owners Corporation

The Owners Corporation must:

- (a) make available for collection by North Sydney Council household garbage and recyclable materials placed in the Garbage Room; and
- (b) arrange for the removal from the Garbage Room of large articles of garbage, recyclable materials, liquids or other articles that North Sydney Council will not remove as part of its normal garbage collection service (at the cost of the relevant Owner or Occupier).

15 Using the Community Room

15.1 When is the Community Room available for use?

Subject to this by-law, you may use the Community Room only during the hours nominated by the Owners Corporation.

15.2 Requirements you must observe

You must:

- (a) ensure that an adult exercising effective control accompanies children under 12 who are in your care when the children are in the Community Room; and
- (b) remove your rubbish and leave the Community Room clean and tidy when you have finished using it.

15.3 Making a Reservation

The Owners Corporation has the power to require you to make a reservation if you want to use the Community Room.

15.4 What are you Prohibited from Doing?

You must not:

- (a) do anything that might be dangerous when you are in the Community Room; or
- (b) make noise or behave in a way that might unreasonably interfere with another Owner or Occupier when you use the Community Room; or
- (c) bring food or drink into the Community Room without consent from the Owners Corporation; or
- (d) hold parties or other functions in the Community Room without consent from the Owners Corporation.

15.5 Easements

According to the Easements, the Owners Corporation must provide access to the Community Room to Owners and Occupiers free of charge (other than for administrative fund and sinking fund contributions levied by the Owners Corporation to operate, maintain, repair and replace the Community Room). The Owners Corporation cannot use the Community Room for any commercial activity.

16 Using the Gym – AMENDED (AH318174Q)

16.1 When is the Gym Available for Use?

Subject to this by-law, only residents living at Nexus may use the Gym only during the hours nominated by the Owners Corporation. Non-resident Owners may not use.

16.2 Requirements you must observe

You must:

- (a) ensure that an adult exercising effective control accompanies children under 12 who are in your care when the children use or are in the Gym; and
- (b) be adequately clothed when you use or are in the Gym; and
- (c) remove your rubbish and leave equipment in the Gym clean and tidy when you have finished using it; and
- (d) operate and adjust equipment in the Gym only according to the manufacturer's instructions.

16.3 What are you Prohibited from Doing?

You must not:

- (a) bring glass (e.g. drinking glasses) or sharp objects into the Gym; or
- (b) do anything that might be dangerous when you are in the Gym; or
- (c) make noise or behave in a way that might unreasonably interfere with Owner or Occupier when you use or are in the Gym; or
- (d) bring food or drink into the Gym (except for non-alcoholic drinks in plastic containers); or
- (e) hold parties or other functions (e.g. exercise classes) in the Gym without consent from the Owners Corporation.

16.4 Easements

According to the Easements, the Owners Corporation must provide access to the Gym to Owners and Occupiers free of charge (other than for administrative fund and sinking fund contributions levied by the Owners Corporation to operate, maintain, repair and replace the Gym). The Owners Corporation cannot use the Gym for any commercial activity.

17 Carrying out Building Works**17.1 When do you need Consent?**

Subject to the by-laws, you must have consent from the Owners Corporation to carry out Building Works.

17.2 When is Consent Not Necessary?

You do not need consent from the Owners Corporation under this by-law to:

- (a) if you are the Developer, erect a "For Sale" or "For Lease" sign according to by-law 10.2 ("The Developer"); or
- (b) alter or remove an Inter-Tenancy Wall according to by-law 1 & ("Inter-Tenancy Walls"); or (c) carry out Building Works which you are entitled to carry out under an Exclusive Use By-Law. However, you must comply with by-laws 17.3 ("Procedures before you carry out Building Works") to 17.5 ("Making arrangements with the Owners Corporation") when you erect the sign or carry out the Building Works.

17.3 Procedures before you carry out Building Works

Before you carry out Building Works you must:

- (a) obtain necessary consents from the Owners Corporation and Government Agencies; and
- (b) obtain necessary consents from the Building Management Committee under the Architectural Code; and
- (c) find out where service lines and pipes are located; and
- (d) obtain consent from the Owners Corporation if you propose to - interfere with or interrupt services; and
- (e) if you do not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works.

17.4 Procedures when you carry out Building Works

If you carry out Building Works, you must:

- (a) comply with the Architectural Code; and
- (b) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation; and
- (c) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (d) repair any damage you (or persons carrying out the Building Works for you) cause to Common Property or the property of another Owner or Occupier.

17.5 Making Arrangements with the Owners Corporation

Before you carry out Building Works (including Building Works for which you do not require consent from the Owners Corporation), you must:

- (a) arrange with the Owners Corporation a suitable time and means by which to access Nexus Residential for purposes associated with those Building Works, and
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access Nexus Residential; and

- (c) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access Nexus Residential.

18 Inter-Tenancy Walls

18.1 When may you Alter or Remove an Inter-Tenancy Wall?

Subject to this by-law, you may alter or remove an Inter-Tenancy Wall if:

- (a) you own the Apartments separated by the Inter-Tenancy Wall or you have the consent of the owner of the adjoining Apartment; and
- (b) it is not a structural wall; and
- (c) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Apartments (including services to those Apartments); and
- (d) you comply with the procedures in this by-law.

Otherwise, you must have the consent of the Owners Corporation to alter or remove an Inter-Tenancy Wall.

18.2 What Consents are Necessary?

You do not need consent from the Owners Corporation to alter or remove an inter-Tenancy Wall provided that you comply with the requirements of by-law 18.1 ("When may you alter or remove an inter-Tenancy Wall?"). However, before you alter or remove an Inter-Tenancy Wall you must obtain all necessary consents from:

- (a) the Building Management Committee under the Architectural Code; and
- (b) Government Agencies.

18.3 What are the Conditions for carrying out the work?

It is a condition of you altering or removing an Inter-Tenancy Wall that you:

- (a) carry out the work in the method certified by the structural engineer under by-law 18.1 ("When may you alter or remove an Inter-Tenancy Wall?"); and
- (b) if appropriate, comply with section 14 of the Development Act and lodge any necessary building alteration plan with the Registrar General; and
- (c) comply with by-laws 17.3 ("Procedures before you carry out Building Works") to 17.5 ("Making arrangements with the Owners Corporation"); and
- (d) acknowledge for yourself and future Owners of your Apartment that the Owners Corporation does not have to reinstate the Inter-Tenancy Wall.

19 Exclusive use of Apartment Air Conditioning Units

19.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owners of Apartments 1, 3 to 6, 8, 9, 14 to 16, 18 to 20, 25 to 66 and 69 to 88. By-laws 2.3 ("How to change an Exclusive Use By-Law") to 2.8 ("Additional insurances") apply to this Exclusive Use By-Law.

19.2 How does Air Conditioning in Nexus work?

Air Conditioning Services in **Nexus are used by some Apartments and all lots in Nexus Commercial. Air Conditioning Services are a Shared Facility and are operated, maintained, repaired and replaced by the Building Management Committee according to** the Strata Management Statement. Air Conditioning Services provide reticulated cooled water to the Apartment Air Conditioning Units of Apartments 1, 3 to 6, 8, 9, 14 to 16, 18 to 20, 25 to 66 and 69 to 88.

19.3 Purpose of this Exclusive Use By-Law

To ensure that the Owners of Apartments which do not use Air Conditioning Services are not required to contribute towards the costs for Air Conditioning Services or Apartment Air Conditioning Units, this Exclusive Use By-Law requires the Owners of Apartments 1, 3 to 6, 8, 9, 14 to 16, 18 to 20, 25 to 66 and 69 to 88 to:

- (a) maintain and pay for the Apartment Air Conditioning Unit which exclusively services their Apartment; and
- (b) contribute towards the costs of the Air Conditioning Services which the Owners Corporation must pay according to the Strata Management Statement.

19.4 Exclusive Use Rights

The Owners of Apartments 1, 3 to 6, 8, 9, 14 to 16, 18 to 20, 25 to 66 and 69 to 88 have exclusive use of the Apartment Air Conditioning Unit which exclusively services their Apartment.

19.5 Interpreting this By-Law

In this Exclusive Use By-Law, "you" means the Owner of Apartment 1, 3 to 6, 8, 9, 14 to 16, 18 to 20, 25 to 66 or 69 to 88.

19.6 Obligations of the Owners

You must, at your the cost:

- (a) operate, maintain, repair and, where necessary, replace the Apartment Air Conditioning Unit which exclusively services your Apartment; and
- (b) use contractors approved by the Building Management Committee to maintain, repair and replace the Apartment Air Conditioning Unit which exclusively services your Apartment; and
- (c) comply with the requirements of Government Agencies about the Apartment Air Conditioning Unit which exclusively services your Apartment.

19.7 Paying for Air Conditioning Services under the Strata Management Statement

You must contribute in shares proportional to the unit entitlement of your Apartment towards the costs levied on the Owners Corporation by the Building Management Committee for Air Conditioning Services.

20 Agreement with the Building Manager**20.1 Purpose of the Agreement**

The Owners Corporation has the power to appoint and enter into agreements with the Building Manager to provide management and operational services for Nexus Residential and for Nexus generally. The Owners Corporation may exercise its power under this by-law in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.

20.2 Initial Period

Subject to clause 20.4 ("Agreements during the Initial Period"), the Owners Corporation may enter into an agreement with the Building Manager during the Initial Period.

20.3 Delegation of Functions

The Owners Corporation cannot delegate its functions or the functions of the Executive Committee to the Building Manager.

20.4 Agreements during the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with the Building Manager during the Initial Period:

- (a) the term of the agreement must comply with the Management Act; and
- (b) the Building Manager must not charge the Owners Corporation a fee for performing the duties under the agreement.

20.5 Agreements entered into after the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with the Building Manager after the expiry of the initial Period:

- (a) subject to the Management Act, the term of the agreement may be for the period determined by the Owners Corporation (acting reasonably); and
- (b) the remuneration payable to the Building Manager for performing the duties under the agreement may be the amount determined by the Owners Corporation (acting reasonably).

20.6 What Provisions must be included in an Agreement?

An agreement between the Owners Corporation (in its own right) and the Building Manager must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

20.7 Duties of the Building Manager

The duties of the Building Manager under an agreement with the Owners Corporation (in its own right) may include:

- (a) caretaking, supervising and servicing Common Property; and
- (b) supervising cleaning and garbage removal services; and
- (c) supervising the repair, maintenance, renewal or replacement of Common Property; and
- (d) making reservations for use of the Community Room'. and
- (e) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property; and
- (f) co-ordinating the carrying out of Building Works. and
- (g) managing the Security Key system and providing Security Keys according to the by-laws; and
- (h) providing services to the Owners Corporation, Owners and Occupiers; and
- (i) supervising employees and contractors of the Owners Corporation; and
- (1) supervising Nexus Residential generally; and
- (k) doing anything else that the Owners Corporation agrees is necessary for the operation and management of Nexus Residential.

20.8 Agreements under the Strata Management Statement

The terms, remuneration, provisions and duties under an agreement between the Owners Corporation (in its capacity as a member of the Building Management Committee) must comply with the Strata Management Statement.

21 Licences

21.1 Powers of the Owners Corporation

The Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property. The Owners Corporation may exercise its powers under this by-law only by ordinary resolution at a general meeting.

21.2 What Provisions may a Licence include?

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

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

22 Damage to Common Property

22.1 What are your Obligations?

Subject to the by-laws, you must:

- (a) use Common Property equipment only for its intended purpose; and
- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in Nexus Residential on your behalf.

22.2 When will you need consent from the Owners Corporation?

Subject to the by-laws and the Strata Management Statement; you must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property; or
- (b) remove anything from Common Property that belongs to the Owners Corporation; or
- (c) interfere with the operation of Common Property equipment.

23 Insurance Premiums

23.1 Consent from the Owners Corporation

You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an Owners Corporation insurance policy.

23.2 Payments for Increased Premiums

If the Owners Corporation gives you consent under this by-law, it may make conditions that require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

24 Security at Nexus Residential

24.1 Rights and Obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into Nexus Residential; and (b) prevent fires and other hazards.

24.2 Installation of Security Equipment

Subject to the by-laws and the Strata Management Statement, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of Nexus Residential.

24.3 Restricting Access to Common Property

Subject to the by-laws and the Strata Management Statement, the Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to an Apartment; and
- (b) restrict by Security Key your access to levels in Nexus Residential where you do not own or occupy an Apartment or have access to according to an Exclusive Use By-Law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of Nexus Residential. The Owners Corporation may exclude you from using these parts of Common Property.

24.4 What are your Obligations?

You must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of Nexus Residential.

You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

25 Security Keys

25.1 Providing Owners and Occupiers with Security Keys

Subject to this by-law, the Owners Corporation may give you a Security Key if it restricts access to Common Property under by-law 24 ("Security at Nexus Residential").

25.2 Fees for Additional Security Keys

The Owners Corporation may charge you a fee or bond if you require extra or replacement Security Keys.

25.3 Who do Security Keys belong to?

Security Keys belong to the Owners Corporation.

25.4 Managing the Security Key System

The Owners Corporation has the power to:

- (a) re-code Security Keys; and
- (b) require you to promptly return your Security Keys to the Owners Corporation to be re-coded; and
- (c) make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

25.5 What are your Obligations?

You must:

- (a) comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys; and
- (b) take all reasonable steps not to lose Security Keys; and

- (c) return Security Keys to the Owners Corporation if you do not need them or if you are no longer an Owner or Occupier; and
- (d) notify the Owners Corporation immediately if you lose a Security Key.

25.6 Some Prohibitions

You must not:

- (a) copy a Security Key; or
- (b) give a Security Key to someone who is not an Owner or Occupier.

25.7 Procedures if you Lease your Apartment

If you lease or licence your Apartment, you must include a requirement in the lease or licence that the Occupier return Security Keys to the Owners Corporation when they no longer occupy an Apartment.

26 Rules

26.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of Nexus Residential and, in particular, the use of Common Property.

26.2 Changing Rules

The Owners Corporation may add to or change the Rules at any time.

26.3 What are your Obligations?

You must comply with the Rules.

26.4 What if a rule is inconsistent with the By-Laws?

If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

26.5 What if a rule is inconsistent with the Strata Management Statement?

If a Rule is inconsistent with the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

27 How are Consents Given?

27.1 Who may give Consent?

Unless a by-law states otherwise, consents under the by-laws may be given by:

- (a) the Owners Corporation at a general meeting; or
- (b) the Executive Committee at a meeting of the Executive Committee.

27.2 Conditions

The Owners Corporation or the Executive Committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

27.3 Can Consent be Revoked?

The Owners Corporation or the Executive Committee may revoke their consent if you do not comply with:

- (a) conditions made by them when they gave you consent; or
- (b) the by-law under which they gave you consent.

28 Failure to Comply with By-Laws

28.1 What can the Owners Corporation do?

The Owners Corporation may do anything on your Apartment that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly.

28.2 Procedures

The Owners Corporation must give you a written notice specifying when it will enter your Apartment to do the work. You must:

- (a) give the Owners Corporation (or persons authorised by it) access to your Apartment according to the notice and at your cost; and

(b) pay the Owners Corporation for its costs for doing the work.

28.3 Recovering Money

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

29 Applications and Complaints

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

30 Interpretation

30.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Air Conditioning Services has the same meaning as it does in Schedule I of the Strata Management Statement.

Apartment means a lot in Nexus Residential.

Apartment Air Conditioning Units means:

- (a) the water cooled packaged units which provide climate control for Apartments 1, 3 to 6, 8, 9, 14 to 16, 18 to 20, 25 to 66. and 69 to 88; and
- (b) fan units, cables, conduits, pipes, wires, mechanical ventilation and ducts which exclusively service the water cooled packaged units for Apartments 1, 3 to 6, 8, 9, 14 to 16, 18 to 20, 25 to 66, and 69 to 88.

Apartment Air Conditioning Units exclude any Shared Facilities comprising part of the air conditioning services for Nexus Residential and Nexus Commercial under the Strata Management Statement.

Architectural Code means the architectural code for Nexus adopted by the Building Management Committee according to the Strata Management Statement.

Building Management Committee means the building management committee for Nexus established according to the Development Act and the Strata Management Statement. **Building Manager** means the building manager appointed by the Owners Corporation, either in its capacity as a member of the Building Management Committee or as an owners corporation, according to by-law 20 ("Agreement with the Building Manager").

Building Works mean works, alterations, additions, damage, removal, repairs or replacement of:

- (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Apartment. Common Property walls include windows and doors in those walls; or
- (b) the structure of your Apartment; or
- (c) the internal walls inside your Apartment (e.g. a wall dividing two rooms in your Apartment); or
- (d) Common Property services; or
- (e) services in Nexus Residential, whether or not they are for the exclusive use of your Apartment.

Building Works exclude:

- (f) minor fit out works inside an Apartment; and
- (g) works or alterations to the interior of Common Property walls in an Apartment (e.g. hanging pictures or attaching items to those walls).

Common Property means:

- (a) Common Property in Nexus Residential; and
- (b) personal property of the Owners Corporation.

For the purposes of the by-laws, Common Property does not include Shared Facilities. **Community Room** means the Common Property meeting room and associated facilities on the lower round floor of Nexus Residential shown on the Location Plan as "Community Room". It includes the kitchenette, toilet and other facilities (e.g. tables and chairs) located in the Community Room.

Council means North Sydney Council.

Developer means Nexus Apartments Pty Limited (ACN 097 251 995).

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

Easements are the easements, restrictions on the use of land and positive covenants affecting Nexus Residential.

Executive Committee means the executive committee of the Owners Corporation.

Exclusive Use By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to division 4, chapter 2 in part 5 of the Management Act.

Garbage Room is the Common Property garbage room located on the lower ground floor of Nexus Residential. See the Location Plan.

Government Agency means a governmental or semi-governmental administrative, (seal or judicial department or entity).

Gym means the Common Property gym on the lower ground floor of Nexus Residential shown on the Location Plan as "Gym". It includes the equipment located in the Gym.

Initial Period has the same meaning as it does in the Management Act.

Inter-Tenancy Wall means a Common Property wall between two Apartments,

Location Plan means the location plan on page 33 to 36 of the by-laws.

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

Nexus means the land and buildings comprised in Nexus Residential and Nexus Commercial.

Nexus Commercial means strata plan no. 70013.

Nexus Residential means strata plan no. 70012.

Occupier means the occupier, lessee or licensee of an Apartment.

Owner means:

- (a) the owner for the time being of an Apartment; or
- (b) if an Apartment is subdivided or resubdivided, the owners for the time being of the new Apartments; or
- (c) for an Exclusive Use By-Law, the owner(s) of the apartment(s) benefiting from the by-law; or
- (d) mortgagee in possession of an Apartment.

Owners Corporation means The Owners - Strata Plan No. 70012.

Rules mean Rules made by the Owners Corporation according to By-Law 26 ("**Rules**").

Security Keys means a key, magnetic card or other device or information used in Nexus Residential to open and close Common Property (other than Common Property comprising a Shared Facility) doors, gates or locks or to operate alarms, security systems or communication systems.

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

Strata Management Statement means the strata management statement for Nexus registered with the Nexus Residential strata plan.

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent under section 27 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

Visitor and Disabled Parking Space means the Common Property parking space shown on the Location Plan as "Visitor and Disabled Parking Space".

30.2 References to certain terms

Unless a contrary intention appears, a reference in the by-laws to:

- (a) (**Management Act**) words that this by-law does not explain have the same meaning as they do in the Management Act; and
- (b) (**you**) the word "you" means an Owner or Occupier; and
- (c) (**by-laws**) a by-law is a reference to the by-laws and Exclusive Use By-Laws under the Management Act which are in force for Nexus Residential; and
- (d) (**variations or replacement**) a document (including the by-laws) includes any amendment, addition or replacement of it; and
- (e) (**reference to statutes**) a law, ordinance; code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (f) (**person**) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and
- (g) (**executors, administrators, successors**) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (h) (**singular includes plural**) the singular includes the plural and vice versa; and
- (i) (**meaning not limited**) the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

30.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the by-laws.

30.4 Severability

If the whole or any part of a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

30.5 Discretion in Exercising Rights

The Owners Corporation and the Executive Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the by-laws expressly state otherwise).

30.6 Partial Exercise of Rights

If the Owners Corporation, Executive Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

30.7 Remedies Cumulative

The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

Special By-Law 1 – Service of Documents on Owner of Lot by Owners Corporation (AH318174Q)

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.

Special By-Law 2 – Individual Air Conditioning Systems (AH318174Q)**1. Scope of By-law**

- 1.1 No Owner shall affix or install any air conditioning system without the prior written approval of the Owners Corporation which approval can be withheld if, in the sole opinion of the Owners Corporation, the proposed air conditioning system is or is likely to be either:-
 - 1.1.1 so noisy to cause the emission of noise by the operation of any plant and machinery or other equipment on a lot that exceeds 5dB(A) above the background noise level when measured at the boundary of the lot; or
 - 1.1.2 of such a size and colour as not to be in harmony with the external appearance of the Scheme.
- 1.2 The Owners Corporation can grant approval pursuant to By-Law 1.1 with conditions. In addition to any other condition imposed by the Owners Corporation, the Owner shall:-
 - 1.2.1 only install the condenser portion of the air conditioning system to that part of the Building such that it is not visible from street level;
 - 1.2.2 maintain and repair that part of the Building to which the condenser is fitted if any when required by the Owners Corporation (in addition to the obligations referred to in By-Law 1.3);
 - 1.2.3 indemnify the Owners Corporation for any damage caused to the Building arising from the installation and use of the air conditioning system or failure to repair and maintain the air conditioning system.
- 1.3 Without prejudice in the event of the air conditioning system or any part thereof becoming unsafe or deteriorating or causing damage to any part of the Building, the Owner shall within 7 days of service of a written notice from the Owners Corporation either:-
 - 1.3.1 remove the air conditioning system and reinstate and restore any Common Property to the same state and condition as existed at the time the air conditioning system was installed; or
 - 1.3.2 replace the air conditioning system.
- 1.4 Should a Owner:
 - 1.4.1 fail to repair and maintain the air conditioning system; or
 - 1.4.2 remove the air conditioning system after receiving written notice from the Owners Corporation pursuant to By-Law 1.2 then the Owners Corporation may enter the Owner's lot or his premises subject to section 65 (4) of the Strata Schemes Management Act 1996 and:
 - 1.4.3 repair and maintain the air conditioning system at the cost of the Owner; or
 - 1.4.4 remove the air conditioning system and reinstate and restore the Common Property at the cost of the Owner and withdraw the exclusive use rights granted to an Owner over that portion of the Common Property required for the air conditioning system granted pursuant to this By-Law 1.

2. Installation of Individual Air-Conditioning Units - Conditions

Approval for the installation of individual air conditioning units can be granted by the Executive Committee subject to the following conditions:

- 2.1 All necessary and appropriate written approval be obtained from North Sydney Council under the *Environmental Planning and Assessment Act 1979* (if required) and any other relevant statutory authority whose requirements apply to installation of the air conditioning system.
- 2.2 An application must be made in writing specifying the make, model, specifications and location of the system to be made to and approved in writing by the Executive Committee prior to commencing any installation or associated works.
- 2.3 That the alteration, supply of goods, materials, installation and any other associated cost be at the expense of the Owner/s of the lot in question.
- 2.4 That the air conditioning system be installed by suitably qualified tradespeople in a professional and tradesman like manner.
- 2.5 The air conditioning unit or any part of the air conditioning system is not to overhang the boundaries of the lot in any way, or be visible from street level.
 - 2.5.1 That the air conditioning system must be a split system.
- 2.6 That the air conditioning system be drained off to a suitable drain/downpipe and not be allowed to drain on or over Common Property or the property of another lot or cause any form of damage and/or deterioration to Common Property or the property of another lot.
- 2.7 That the air conditioning system must not emit noise greater than North Sydney Council's noise regulations allow. This noise level is measurable at any time during operation and is not just based on manufacturer's specifications.
- 2.8 That the Owner/s of the subject lot be responsible for the actions of the tradespeople who carry out such works, including but not limited to any and all breaches of all By-Laws including blocking access to Common Property and depositing rubbish on Common Property.
- 2.9 Operation of the air conditioner must comply with the NSW Protection of the Environment Operations (Noise Control) Regulation 2000 Clause 52. A person must not cause or permit an air conditioner to be used on residential premises in such a manner that it emits noise that can be heard within a habitable room in any other residential premises (regardless of whether any door or window to that room is open):
 - 2.9.1 Before 8 am or after 10 pm on any Saturday, Sunday or public holiday, or
 - 2.9.2 Before 7am or after 10 pm on any other day
- 2.10 Any air conditioning system already installed as of 30 June 2012 must also comply with all conditions listed above, including the requirement to get approval from the Executive Committee.

Repair and Maintenance

- 2.11 The Owner/s must, at the Owner/s cost:
 - (a) properly maintain and keep the common property to which the air conditioning system is erected or attached in a state of good and serviceable repair; and
 - (b) properly maintain and keep the air conditioning system in a state of good and serviceable repair and must replace the air conditioning system (or any part of them) as required from time to time.
- 2.12 If the Owner/s removes the air conditioning system or any part of the air conditioning system installed under this by-law, the Owner/s must at the Owner/s own cost, restore and reinstate the common property to its original condition.

Liability and Indemnity

- 2.13 The Owner/s indemnifies the Owners Corporation against all loss and damage suffered as a result of installing the air conditioning system including the repair and maintenance of the air conditioning system and liability under section 65(6) of the Act in respect of repairing or maintaining the common property attached to the air conditioning system.
- 2.14 The Owner/s indemnifies the Owners Corporation of any liability in respect any proceedings, actions or claims is made against the Owners Corporation as a result of the installation of the air conditioning system.
- 2.15 Any loss and damage may be recovered from the owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.
- 2.16 To the extent that section 62(3) of the Act is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the air conditioning system proposed under this by-law.
- 2.17 The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with section 238 of the Act.

Special By-Law 3 – Lot 70 - Exclusive Use of Roof Void (AI69625)

1. This by-law provides that the Owner within the strata scheme is entitled to a right of exclusive use and enjoyment in respect of part of the common property subject to the conditions set out in this by-law.
2. For the purpose of this by-law, Owner means the owner or owners of lot 83 from time to time on strata plan no.70012.
3. The exclusive use rights conferred to the Owner under this by-law is the right to exclusively use the air space forming part of the common property roof void between the ceiling line of lot 83 and roof line of the building (approximately 3 feet in width).
4. For the purposes of this by-law, this part of the common property is known as the roof void.
5. The special privileges conferred by this by-law are the rights to alter and use the roof void by making the following Improvements
 - (a) Installation of a false ceiling between the ceiling line of lot 83 and roof line of the building; and
 - (b) Installation of a waterproof membrane to ensure that there is not water ingress from the roof into lot 83.
6. The Owners Corporation shall remain responsible for the future ongoing maintenance and repair of any existing internal and external service lines in the roof void, as well as the external roof and tiles currently attached to the roof of the strata scheme.
7. The Owners Corporation, under this by-law, provides its consent for the rights of exclusive use and special privileges granted to the Owner subject to the conditions in this by-law.
8. To the extent of any inconsistency between this by-law and any other by-law, this by-law prevails.

Conditions

Before making Improvements in the roof void

9. The Owner must obtain written approval for the Improvements in the roof void from the relevant consent authority under the Environmental Planning and Assessment Act 1979 (if required) and any other relevant statutory authority whose requirements apply to making the Improvements.
10. The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the making of the Improvements in the roof void prior to commencing the Improvements.
11. The Owner must ensure that the Improvements in the roof void comply with the standards as set out in the Building Code of Australia (BCA) current at the time the Improvements are being carried out by the Owner.

Carrying out the Improvements in the roof void

12. When carrying out the Improvements in the roof void, the Owner must:
 - (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
 - (b) protect all areas of the building outside their lot from damage by making the Improvements or the transportation of construction materials, equipment, debris;
 - (c) keep all areas of the building outside their lot clean and tidy throughout the performance of making the Improvements;
 - (d) only make the Improvements at the times approved by the Owners Corporation;
 - (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - (f) remove all debris resulting from making the Improvements immediately from the building; and
 - (g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of making the Improvements
13. The Owner must ensure that the Improvements in the roof void shall be done:
 - (a) in a proper and workmanlike manner and by duly licensed insured contractors; and
 - (b) in accordance with the drawings and specifications approved by the Owners Corporation and local council (if required).

Repair and Maintenance

14. The Owners Corporation shall remain responsible for properly maintaining and keeping the roof void in a state of good and serviceable repair and must:
 - (a) properly maintain and keep the Improvements made by the Owner in a state of good and serviceable repair and must replace the Improvements (or any part of them) as required from time to time.
 - (b) properly maintain and keep the common property to which the Improvements are erected or attached in a state of good and serviceable repair.

Liability and Indemnity

15. The Owner indemnifies the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the use of the roof void.
16. Any loss and damage suffered by the Owners Corporation as a result of the Owner's use of the roof void may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.
17. The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with section 238 of the Strata Schemes Management Act 1996.

Special By-Law 4 – Floor Coverings (AJ771165)

A by-law to make provision with respect to certain works and to provide for exclusive use and special privilege in respect of certain common property.

1. GRANT OF RIGHTS**1.1 Works**

Subject to the Conditions the Owner may carry out and keep the Works.

1.2 Exclusive Use

Subject to the Conditions the Owner has exclusive use of the Exclusive Use Area.

1.3 Functions of the Owners Corporation

Without limiting its other functions, the Owners Corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it by this By-Law.

1.4 Works to which this By-Law does not otherwise apply

If for any reason this by-law – apart from this Clause 1.4 – does not apply to works to alter the floor coverings of a Lot done under existing By-Law 6.4 of the Strata Scheme, whether in whole or in part, then the following provisions will apply to those works to that extent:

- (a) Any such works must be, or must have been, installed in a competent and proper manner.
- (b) Despite section 62 of the Strata Schemes Management Act 1996, the Owner of a Lot must: (i) maintain and keep in a state of good and serviceable repair any works referred to in this Clause 1.4 that form part of the Common Property and that service their Lot, and (ii) repair any damage caused to any part of the Common Property by the installation or removal of any works referred to in this Clause 1.4 that form part of the Common Property and that service their Lot.
- (c) An Owner or Occupier of a Lot must do any work necessary to comply with their obligations under this Clause 1.4.

2. CONDITIONS**2.1 Ongoing Maintenance and Use**

The Owner, at their own cost:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Works and the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (b) must renew and replace any fixtures or fittings comprised in the Works and the Exclusive Use Area, and must do any Building Works necessary to effect the same; and
- (c) must ensure that the Works and the Exclusive Use Area are used in accordance with and continue to comply with the requirements of this By-Law and any applicable law or Approval.

2.2 Building Works

If the Owner is required or permitted to do Building Works under this By-Law, then the Owner must comply, and those Building Works must comply, with the Building Works Conditions.

2.3 Approvals and Certifications

The Owner must:

- (a) obtain all necessary Approvals and ensure that all necessary Approvals are obtained in relation to the use of the Works and the Exclusive Use Area and the conduct of any Building Works;
- (b) provide a copy of any such Approvals to the Owners Corporation;

- (c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before the conduct of any Building Works, supply a copy of that Approval to the Owners Corporation before the conduct of those Building Works; and
- (d) provide a copy to the Owners Corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.4 Access

The Owner must provide the Owners Corporation with access to the Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance with this By-Law (or if the Owner is not also the occupier of the Lot, the Owner must do all things within their power to procure such access) as follows:

- (a) during a period where Building Works are being carried out, within 24 hours of a request by the Owners Corporation; or
- (b) in any other case, to the extent otherwise required by law.

2.5 Indemnity

The Owner will indemnify the Owners Corporation immediately on demand for any damage, costs, loss, claim, demand, suit or liability howsoever incurred by or brought against the Owners Corporation in connection with Building Works or their use (or the use of the Exclusive Use Area).

2.6 Default

If the Owner fails to comply with any obligation under this By-Law the Owners Corporation may carry out that obligation and recover the cost of so doing from the Owner.

2.7 Time

Where no time is specified for compliance with an obligation of the Owner under this By-Law, the Owner must comply with that obligation in a reasonable time.

2.8 Ownership of Works

To the extent that Building Works:

- (a) occupy cubic space forming part of the Lot, they remain the property of the Owner; and
- (b) occupy cubic space forming part of the Common Property, they form part of the Common Property.

2.9 Connection to Services

Except as otherwise approved in writing by the Owners Corporation, to the extent the Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to the Lot (provided such separately metered services are otherwise connected to the Lot).

3. BUILDING WORKS CONDITIONS

3.1 General Conditions applying to Building Works

Building Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval and any applicable provisions of the Scope of Works;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) comply with the National Construction Code and the Building Code of Australia;
- (d) be fit for their purpose;
- (e) only be carried out using materials belonging to the Owner and not subject to any charge, lien, security, interest or similar;
- (f) be carried out with due diligence and expedition and within a reasonable time;
- (g) cause a minimum of disruption to the use of the Property and a minimum of damage to the Property;
- (h) in any event, not occasion the occupation or use of open space areas of Common Property except as otherwise specifically approved in writing by the Owners Corporation;
- (i) except as otherwise approved by the Owners Corporation, be carried out only between the hours of 7.30am and 5.30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8.30am and Midday on a Saturday;
- (j) not cause damage to the Property or any part of the Property otherwise than authorised under this By-Law;
- (k) not adversely affect the structure or support of the Property; and

- (l) not cause or amount to a nuisance or hazard to other Owners or Occupiers of Lots or interfere unreasonably with the use or enjoyment of the Property by other Owners or Occupiers of Lots.

3.2 Cleanliness, Protection and Rectification

The Owner must:

- (a) ensure the Property is adequately protected from damage that may be caused by Building Works;
- (b) ensure any part of the Property affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and
- (c) if Building Works cause damage to the Property, rectify that damage, including doing any necessary Building Works.

3.3 Plans and Specifications

If the Owners Corporation has not previously been provided with them, the Owner must provide a copy of any plans and specifications relating to Building Works to the Owners Corporation. Where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the Owners Corporation before that element of those Building Works is undertaken.

3.4 Insurance

The Owner must effect and maintain the following insurance (or ensure the same is effected and maintained):

- (a) any insurance required by law in connection with the Building Works; and
- (b) contractors all-risk insurance (including public liability insurance in respect of the conduct of the Building Works to a limit of not less than \$5,000,000 per event) naming the Owners Corporation as a beneficiary.

4. DEFINITIONS AND INTERPRETATION

4.1 Interpretation

In this By-Law, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) all references to dollars, \$, cost, value and price are to Australian currency;
- (c) a reference to the Owner includes a reference to their executors, administrators, successors or permitted assigns;
- (d) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (e) any reference to legislation includes any amending or replacing legislation;
- (f) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (g) a term defined in the Strata Schemes Management Act 1996 or Strata Schemes (Freehold Development) Act 1973 will have the same meaning; and
- (h) a reference to, or the incorporation of, a plan, drawing, sketch or diagram is taken to be a reference to, or the incorporation of, the original of that document at its original scale.

4.2 Conflict

- (a) To the extent that any term of this By-Law is inconsistent with the Strata Schemes Management Act 1996 or any other Act or law it is to be severed and this By-Law will be read and enforceable as if so consistent.
- (b) To the extent that this By-Law is inconsistent with any other by-law of the Strata Scheme the provisions of this By-Law prevail to the extent of that inconsistency.

4.3 Definitions

In this By-Law, unless the context otherwise requires:

Approval means, in connection with the Work or the Property:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;

- (e) an order made under Division 2A of Part 6 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 of Chapter 7 of the Local Government Act 1993;

Authority means, in connection with the Work or the Property:

- (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 section 121ZC 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;

Building Works means building work and related products and services that the Owner is required or permitted to put effect to under this By-Law, and includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those building works and related products and services being done and supply.

Building Works Conditions means the provisions of Clause 3; **Common**

Property means the common property in the Strata Scheme; **Conditions**

means the provisions of Clause 2;

Exclusive Use Area means:

- (a) those parts of the Common Property which are occupied by the Works (once complete); and
- (b) any part of the Common Property that is, as a result of the Works (once complete) altering the effective physical boundaries of the premises the subject of the Lot:
 - (i) only accessible from within that premises; or
 - (ii) enclosed within the effective physical boundaries of that premises;

and includes a reference to any Common Property the ongoing maintenance of which is to be the responsibility of the Owner in accordance with the Resolution;

Lot means each Lot in the Strata Scheme severally;

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

Owner means the following Owners (and, within the 2 years following the making of this by-law, only the following owners in respect of whose Lot written consent was provided – whether by that Owner or a former Owner – to the making of this By-Law):

- (a) the Owner of a Lot, but only in relation to the Lot owned by that Owner;
- (b) where there is more than one Owner of that Lot, means those Owners jointly and severally, but only in relation to that Lot; and
- (c) where there is more than one Lot owned by that Owner or Owners, means that Owner or those Owners (joint and severally) in respect of each such Lot severally;

Owners Corporation means the Owners Corporation created on registration of the Strata Plan;

Property means the land and buildings the subject of the Strata Plan;

Resolution means the special resolution of the Owners Corporation to authorise the Owner to take such action the subject of section 65A(1) of the Strata Schemes Management Act 1996 as required to carry out works subject to and in accordance with this By-Law, the ongoing maintenance of which is to be the responsibility of the Owner;

Scope of Works means the Scope of Works annexed to this By-Law;

Strata Scheme means the strata scheme relating to the Strata Plan;

Strata Plan means strata plan number 70012; and

Works means Building Works as set out in the Scope of Works.

SCOPE OF WORKS

This annexure sets out the Scope of Works as defined in this By-Law.

Works

The Works are as follows:

Part 1 – New Works

Flooring

The alteration of, replacement of or addition of floor coverings or floor surfaces in the Lot, provided that those Works:

1. otherwise comply with any requirements of the By-Laws applying to them, including without limitation in respect of noise; and
2. in any case, transmits no more noise than Noise Transmission Limit.

In this Scope of Works, **Noise Transmission Limit** means the maximum amount of noise transmissible (by structure or air) from one apartment dwelling to another under the Building Code of Australia as it applies to newly constructed apartment dwellings from time to time.

Part 2 – Existing Works

Any works existing as at the date of the making of this by-law of the same type or kind as described under "Part 1 – New Works" of this Scope of Works, provided that:

1. Those existing works already comply with any of the requirements of this by-law as if they were Works, so far as those requirements relate to the nature, quality, form and result of the Works and their ongoing use; or
2. To the extent that those works do not so comply, are brought into such compliance by the Owner within a reasonable time after the making of this By-Law.

Special By-Law 5 - Minor renovations by owners – delegation of functions (AM905091W) Within the meaning of section 110(6)(b) of the Strata Schemes Management Act 2015 (NSW) the owners corporation is permitted to delegate its functions under Section 110 of that ACT to the strata committee. Resolves to delegate its functions to the strata committee in accordance with the by-law made in (a).

Special By-Law 6 - Limit on occupancy (AM905091W)

An owner or occupier of a lot must not cause or permit more than two (2) adults per bedroom to reside in their lot, being a lot that is a residence.

In this by-law a term defined in the Strata Schemes Management Act 2015 (NSW) (whether generally or for the purposes of Section 137 of that Act) has the same meaning.

Special By-Law 7 - Smoking on Common Property (AM905091W)

Smoking in a lot is permitted but there must be no smoke penetration into any other lot or the common property. Smoking on common property is expressly prohibited

Special By-Law 8 - AirBnb (AM905091W)

That Landlords and Owner-occupiers who wish to list their properties on websites such as Airbnb and extended stay must notify the Owners Corporation Strata Committee of their intention to do so and must seek permission.

Special By-Law 9 – Air Conditioning (AN589453U)

The owner of a lot must not install or keep an Air-Conditioning unit to serve his lot, or allow one to be installed or kept, except on the following conditions:

1. Made for the purposes of managing, regulating and controlling the installation of Air Conditioning within a lot which will affect the common property and/or impact on an owner or occupier of a lot.

2. For the purposes of this by-law, "Owner" means any owner or owners of a lot in strata plan no. 70012.
3. The unit must be of a "split-system" design.
4. In installation of the unit, the owner must:
 - i. Comply with all conditions of approval of the local Council;
 - ii. Comply with the manufacturer's specifications; and
 - iii. Carry out the installation in a proper and skilful manner.
5. Each owner must not use the unit if its use generates noise or vibration that interferes unreasonably with the use and enjoyment of another lot by the owner or occupier of it, or of the common property by any person entitled to use it.
6. The owner must ensure that, subject to the conditions of approval of the local Council, condensation from the unit is drained through the plumbing serving the lot.
7. The owner must maintain the unit in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary.
8. The owner at their own cost must repair any damage to the common property occurring in the installation, maintenance, replacement, repair or renewal of the unit.
9. The owner must indemnify the Owners Corporation against any liability of expense, caused by a negligent act or omission on behalf of the owner, that would not have been incurred if the unit had not been installed.

Conditions

Before undertaking the works

10. The Owner must notify the Owners Corporation at least 21 days before undertaking the works and obtain the prior written approval for the works from –
 - (a) the executive committee of the Owners Corporation; and
 - (b) any other relevant statutory authority whose requirements apply to undertaking the works ("statutory authority").
11. The Owner must submit to the Owners Corporation the following documents relating to undertaking the works prior to obtaining written approval from the Owners Corporation:
 - (a) plans and drawings which depict the external appearance of the works;
 - (b) specifications; and/or
 - (c) any other documents reasonably required by the Owners Corporation.
12. The Owner acknowledges that it will be reasonable for the Owners Corporation to withhold its written consent to the undertaking of the works if the external appearance of the works:
 - (a) is not otherwise in keeping with the external appearance of the building and strata scheme.
13. The Owner must ensure that any party carrying out the works effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of \$10,000,000, insurance required by the *Home Building Act 1989* (NSW) and any other insurance required by law and provides certificates of currency evidencing the insurance on request by the Owners Corporation.
14. The Owner must ensure that all works undertaken comply with the standards as set out in the Building Code of Australia (BCA), any relevant AS/NZS Standards and any other applicable law current at the time the works are undertaken.

Carrying out the works

15. In carrying out the works, the Owner must:
 - (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
 - (b) protect all areas of the building outside their lot from damage not permitted by this by-law when undertaking the works or transporting construction materials, equipment and debris and if such damage occurs, undertake make-good works immediately;
 - (c) keep all areas of the building outside their lot clean and tidy throughout the performance of the works;
 - (d) ensure security of the building by not causing the front security door to be fixed open for an unreasonable period of time;
 - (e) only undertake the works at the times and for the period of time approved by the Owners Corporation;
 - (f) not create continuous noise that creates unreasonable discomfort, disturbance or interference with the activities of any other occupier in the building;
 - (g) remove all debris resulting from undertaking the works immediately from the building;
 - (h) ensure that the works are in keeping with the external appearance of the building if installed within a boundary wall of the lot; and

- (i) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant consent/statutory authority concerning the performance of the works.
16. The Owner must ensure that the works shall be done:
- (a) in a proper and workmanlike manner and by duly licensed contractors whose contact details have been provided to the Strata Managing Agent prior to each of those contractors commencing work; and
 - (b) in accordance with the drawings and specifications approved in writing by the consent/statutory authority and the Owners Corporation.

After completing the works

17. The Owner must:
- (a) notify the Owners Corporation that the works have been completed;
 - (b) confirm that all required make-good works have been undertaken to repair any damage to the building outside their lot which is not permitted by this by-law;
 - (c) if the works affected the waterproofing system of the boundary wall of their lot, deliver to the Owners Corporation a waterproofing certificate prepared by a Master Plumber or Builder to evidence that:
 - i. the efficacy of the waterproofing system has not been compromised by the works; and/or
 - ii. any installations or replacements of the boundary wall waterproofing membranes/other products required to complete the works comply with industry best practice and AS/NZS standards; and/or
 - (d) deliver to the Owners Corporation any other document reasonably required by the Owners Corporation in relation to the works undertaken by the Owner (which may include but is not limited to, a copy of any documentation required by the consent/statutory authority concerning the certification of the works).

Repair and Maintenance

18. The Owner must, at the Owner's cost:
- (a) properly maintain and keep the common property to which the works are erected or attached in a state of good and serviceable repair; and
 - (b) properly maintain and keep the works in a state of good and serviceable repair and must replace the works (or any part of them) as required from time to time.
19. If the Owner removes the works or any part of the works undertaken by this by-law, the Owner must at the Owner's cost restore and reinstate the common property, including waterproofing system of the boundary wall of their lot, or any other lot affected by the works.
20. If the works result in any additional damage to the building outside the Owner's lot which is not permitted by this by-law, the Owner must undertake make-good works to repair that damage immediately.
21. The Owner must ensure the Air Conditioners quiet operation, having regard to the adjoining lot occupiers and subject to section 117 of the Act and the restrictions imposed by the *Protection of the Environment Operations Act 1997 (NSW) (POEO Act)*. If the Owner is unable to:
- (a) operate the air conditioner without causing nuisance to other lot occupiers; or
 - (b) does not cause a nuisance to other lot occupiers; and
 - (c) complies with the restrictions imposed by the POEO Act.

Liability and Indemnity

22. The Owner indemnifies the Owners Corporation against –
- (a) any legal liability, loss, claim, costs or proceedings in respect of any injury, loss or damage to the common property, to other property or a person to the extent that such injury, loss or damage arises from or in relation to the works;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the works;
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the works; and
 - (d) liability under section 108 of the *Strata Schemes Management Act 2015* in respect of repair of the common property attached to the works.
23. Any loss and damage suffered by the Owners Corporation as a result of undertaking the works may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.

24. To the extent that section 106 of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the works.

Breach of By-law

25. The Owners Corporation reserves the right to take action against the Owner to replace the works or reinstate the common property affected by the works to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.
26. The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation and affix the common seal in accordance with section 141 of the *Strata Schemes Management Act 2015*.

Special By-Law 10 – Short term accommodation and overcrowding (AN589453U)

1. Introduction

The purpose of this by-law is to assist the management and administration of the strata scheme and reduce the strain on the strata scheme's resources, by dealing with the unauthorised uses of lots.

2. Overcrowding

- 2.1 No owner or occupier may alter the layout of the lot so as to increase the number of bedrooms, except with the approval of the local council.
- 2.2 The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.
- 2.3 Section 137 of the Act allows the owners corporation to pass a by-law limiting the number of adults who may reside in a lot, by reference to the number of bedrooms in the lot.
- 2.4 Subject to the Regulations, the owner or occupier of a lot must ensure that the lot is not occupied by more than 2 adults per bedroom. For clarity, this means that if there are 2 bedrooms in a lot, no more than 4 adults may reside in that lot.

3. No illegal uses

- 3.1 The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- 3.2 The owner or occupier of a lot must ensure that the lot is not used for any purpose that requires approval, without that approval.
- 3.3 The owner and occupier must ensure that the lot is not used for:
- 3.3.1 short term accommodation;
 - 3.3.2 Airbnb; or
 - 3.3.3 any other commercial purpose.
- 3.4 The owner and occupier must ensure that the lot is not advertised or promoted for:
- 3.4.1 short term accommodation;
 - 3.4.2 Airbnb; or
 - 3.4.3 any commercial purpose.

4. Owners responsible for tenants' actions

- 4.1 Each owner must:
- 4.1.1 take all reasonable steps to ensure their occupiers comply with this by-law; and
 - 4.1.2 if they are notified of a breach of this by-law by the owner or an occupier, take immediate steps to rectify the non-compliance.

5. Owners corporation's power in the event of a breach of this by-law

If an owner breaches this by-law and fails to rectify the breach within 28 days of service of a notice of breach, then the owners corporation may:

- 5.1 take steps to investigate, rectify or restrain the breach, including legal action; and
- 5.2 to the extent possible, recover from the owner as a liquidated debt and on an indemnity basis the cost of investigating, rectifying or restraining the breach, the expenses of recovering those costs and interest on those costs calculated at the same rate as outstanding contributions.

6. Interpretation

In this by-law:

- 6.1 **Act** means the *Strata Schemes Management Act 2015*.
- 6.2 **licence** means a personal right granted to a guest to occupy part of a lot, where no legal or equitable interest vests by virtue of that licence.
- 6.3 **lot** means a lot in the strata scheme.

- 6.4 **occupier** means any occupier of a lot.
- 6.5 **owner** means an owner of a lot in the strata scheme.
- 6.6 **Regulations** means the *Strata Schemes Management Regulations 2016*.
- 6.7 **short term accommodation** means a licence to occupy part of a lot for a duration of less than 3 months, including accommodation for backpackers, Airbnb and tourists.
- 6.8 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act.
- 6.9 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.
- 6.10 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.