

Strata Plan 96677
75-91 MACDONALD STREET ERSKINEVILLE

The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 15/12/2017

1 Noise

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

2 Parking, Vehicles, Motorcycles, and Bicycles

(a) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

(b) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

(c) An owner or occupier of a Lot must:

i. Provide the owners corporation with access to an owner's car space to enable the owners corporation to comply with its obligation under the Act and these by-laws.

ii. Keep its car space clean and tidy and free from vermin.

iii. Use its car space only for lawful purposes.

iv. Not keep noxious or inflammable materials or liquids in any car space; and repair and make good any damage caused to its car space or storage space.

3 Obstruction of Common Property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owner's corporation:

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

(b) use for his or her own purposes as a garden any portion of the common property.

5 Damage to common property

(a) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation.

(b) An approval given by the owners corporation under subclause (a) cannot authorise any additions to the common property.

(c) This by-law does not prevent an owner or person authorised by an owner from installing:

(i) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or

(ii) any screen or other device to prevent entry of animals or insects on the lot, or

(iii) any structure or device to prevent harm to children, or

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- (iv) any sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or
- (v) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (d) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (e) Despite section 106 of the Act, the owner of a lot must:
 - (i) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and
 - (ii) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

- (a) An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (b) An owner, occupier of a lot and their invitees must not smoke when on the common property or at the entrances to the building.

7 Children playing on common property in building

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

8 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:

- (a) Comply with these By-laws; and
- (b) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

9 Depositing rubbish and other material on common property

- (a) An owner or occupier of a lot must not deposit or throw on common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (b) an owner or occupier may not without the consent of the owners corporation permit rubbish, materials, plant or equipment to remain in locations visible from outside its lot.

10 Drying of laundry items

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from

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outside the building other than on any lines provided by the owners corporation (if any) for the purpose and there only for a reasonable period.

11 Cleaning windows and doors

An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

12 Storage of inflammable liquids and other substances and materials

(a) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

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

13 Moving furniture and other objects on or through common property

(a) An owner or occupier of a lot must not transport any furniture, large object or deliveries to or from the lot through or on common property within the building unless sufficient notice of at least fourteen (14) days has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.

(b) An owners corporation may resolve that furniture, large objects or deliveries to and from the lot are to be transported through or on the common property (whether in the building or not) in a specified manner. As a minimum an owner or occupier of a Lot must:

- i. use protective coverings to any affected common property including the lift;
- ii. Do not use the lift unless expressly allowed to do so by the owners corporation; and
- iii. Load and unload any items only from the loading dock in the common property.

(c) If the owners corporation has specified, by resolution, the manner in which furniture, large objects or deliveries to and from the lot are to be transported, then an owner or occupier of a lot must not transport any furniture, large object or deliveries to and from the lot through or on common property except in accordance with that resolution.

(d) No furniture, large object or deliveries to or from the lot through or on common property may be moved or delivered outside the hours of 8.00am to 5.00pm Monday to Friday, and 9.00am to 4.00pm Saturday excluding public holidays.

(e) In this by-law goods include construction materials. construction debris, equipment and the like.

14 Floor coverings

(a) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(b) An owner or occupier of a lot must not remove or interfere with floor coverings or treatments in the Lot that assist to prevent the transmission of noise which might unreasonably disturb an owner or occupier of another Lot, unless it has first obtained the written consent of the owners corporation

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(c) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15 Garbage disposal

(a) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

(i) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and

(ii) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(iii) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and

(iv) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (i),

(v) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(vi) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(b) Subclause (1) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

(c) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

(i) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

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

(d) Subclause (c) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

(e) An owner or occupier of a lot in the strata scheme that has the benefit of a garbage chute for the transmission of garbage, recyclable material or waste on the level upon which their lot is located to the receptacles below:

(i) must ensure that before refuse, recyclable material or waste is placed in the garbage chute it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines;

(ii) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the entry of the garbage chute and must take such action as may be necessary to clean the area within which that thing was spilled; and

(iii) must cause the minimum amount of disturbance and noise as possible to other owners and occupiers of the strata scheme in placing the refuse, recyclable material or waste in the garbage chute.

16 Keeping of animals

Option B

(a) Subject to section 139(5) of the Act, an owner or occupier of a residential lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, fish kept in a

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secure aquarium on the lot) on the lot or the common property.

(b) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a residential lot or the common property.

(c) If an owner or occupier of a lot keeps a cat, a small dog or a small caged bird on the lot then the owner or occupier must:

(i) notify the owners corporation that the animal is being kept on the lot; and

(ii) keep the animal within the lot; and

(iii) carry the animal when it is on the common property; and

(iv) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

(d) This by-law:

(i) applies to any owner or occupier of a lot and any invitee of any owner or occupier, and

(ii) does not prevent the keeping of a dog used as a guide or hearing dog

(e) Without affecting the owners corporation's rights under the Act, the owners corporation may issue a notice cautioning the owner or occupier in respect of a breach of any of the provisions of this By-law.

(f) A further breach under this By-law after notice has been served on an owner or occupier under by-law 16(e), will entitle the owners corporation to require the immediate removal of the animal from the building.

17 Appearance of lot and condition

(a) The owner or occupier of a lot must not, except with the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(b) This By-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-law 10.

(c) An owner or occupier of a lot must keep their lot clean and in a good state of repair and condition.

(d) An owner or occupier of a lot must not:

(i) operate or permit to be operated in or on the building any device or electronic equipment so as to interfere with any domestic appliance lawfully in use on the common property, another lot or another part of the land;

(ii) install or operate an intruder alarm with an audible signal;

(iii) place outside the external door of the lot any door mats of a type not approved by the owners corporation;

(iv) affix or install deadlocks, chimes, peepholes or dead bolts not approved by the owners corporation;

(v) without the prior written consent of the owners corporation attach or hang from the exterior of the building any aerial, security devices or wires;

(vi) without the prior written consent of the owners corporation install bars, screens, grilles, security locks or other safety devices on the exterior of windows or doors of the building

(e) By-law 17(d) does not apply to signage and other associated devices, connections, equipment, screens, grilles, security locks or other safety devices installed by the original developer or pursuant to rights granted by any By-law

18 Change in use of lot to be notified

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

19 Preservation of fire safety

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

20 Prevention of hazards

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

21 Provision of amenities or services

(a) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to the common property, to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (i) security services,
- (ii) promotional services,
- (iii) advertising,
- (iv) commercial cleaning,
- (v) domestic services,
- (vi) garbage disposal and recycling services,
- (vii) electricity, water or gas supply,
- (viii) telecommunication services (for example, cable television),
- (ix) pool cleaning services;
- (x) landscaping services.
- (xi) window cleaning.
- (xii) on site and/or facilities management.

(b) If the owners corporation makes a resolution referred to in sub clause (a) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

22 Common Property Locks

The owners corporation pursuant to Section 106(3)(a) of the Act may determine that repair of locks to unit mailboxes and unit external doors be the responsibility of the individual owner.

23 Name of Occupier

That pursuant to Section 258 of the Act, owners are required to advise the owners corporation of the full name of occupiers of a lot within 14 days after the commencement of the lease or the execution of any assignment of the lease.

24 Access to Lot

An owner or occupier must for the purposes of matters contained in Section 65 of the Act allow access to a lot to investigate and/or repair common property.

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- (a) in an emergency, without notice,
- (b) on reasonable notice at other times.

25 Nuisance

Pursuant to Section 153(1) of the Act, an owner or occupier must not use their lot or permit it to be used in such a manner or for such a purpose as to cause a nuisance to the occupier of any other lot.

26 Compensation to owners corporation

(a) Without in any way limiting the generality of an owner's or occupier's liability, each owner of a lot in the strata scheme shall be responsible for, bear the cost of and pay upon demand to the owners corporation, the reasonable and proper cost of the owners corporation repairing, replacing or renewing all disrepair of or damage to the common property caused by:-

- (i) The owner's wilful act or carelessness; or
 - (ii) The wilful act or carelessness of any of the owner's lessees, licensees, invitees or contractors, if the last mentioned person or persons do not pay such cost within 14 days of written demand.
- (b) For the purpose of paragraph (a) above, the owners corporation may recover the cost of such disrepair or damage from the owner as liquidated damages in a court of competent jurisdiction without first being required to take any court proceedings or steps (other than the demand referred to in paragraph (1) above) to receive such moneys from the said lessee, licensee, invitee or contractor.

27 Real Estate Signs

Subject to the conditions set out below, an owner of a lot may erect or cause to be erected either one of "Auction" or "For Sale" or the equivalent signs :-

- (a) Approval must be obtained in advance and in writing from the strata managing agent or the owners corporation.
- (b) One sign only will be permitted per lot being sold. This is to be erected in the garden area only (not in the grass) and so as not to obscure the view from any lot.
- (c) The maximum size of a sign is to be 1.3 x 1 metres.
- (d) The sign shall be in place for a maximum period of six weeks duration, regardless of whether the property is sold or not sold.
- (e) The sign is to be removed the same day that contracts are exchanged and is not to remain with a "Sold" sticker placed on it.
- (f) No sign is to be affixed to common property walls.
- (g) Owners are fully responsible for the actions of their estate agents and contractors, including the cost to the owners corporation in removing any sign in breach of these conditions.
- (h) The original developer (Barua No. 2 Pty Limited A.C.N. 166 907 713) has the special privilege to erect and retain "Auction", "For Sale", "For Rent" and "To Let" signs in relation to any lot of which it is a registered proprietor for whatever length of time it desires in its absolute discretion. This special privilege by-law subsists until Barua No. 2 Pty Limited A.C.N. 166 907 713 is no longer a registered proprietor of any lot in the strata scheme, wherein this special privilege By-law is then deemed repealed.

28 Security in the Strata Scheme

- (a) An owner or occupier of a lot must not do or permit anything which may prejudice the security or safety of the

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parcel or the building and without limitation, an owner or occupier of a lot must take all reasonable steps to ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

(b) The owners corporation may take all reasonable steps:

(i) To ensure the security of the parcel from intruders,

(ii) To preserve the safety of the parcel and persons on the parcel from fire, violence, theft or other hazards; and

(iii) For the proper control and administration of those areas.

(c) The owners corporation, if it considers it necessary or desirable, may, without limitation:

(i) Close off or restrict by means of security devices access (on either a temporary or a permanent basis) to any part of the common property not required for access to a lot; or

(ii) Permit, to the exclusion of owners and occupiers of lots, any designated part of the common property to be used by any security person as a means of monitoring the security of the parcel, either solely or in conjunction with any other parcel; or

(iii) Restrict by means of security key the access of owners and occupier of lots on one level of the building to any other level of the building.

(d) If the owners corporation restricts the access of owners and occupiers of lots under this by-law, the owners corporation may make available to owners of lots the number of security devices the owners corporation considers necessary and the owners corporation may charge the owners a refundable fee or bond for any security device, as determined from time to time by the executive committee.

(e) An owner or occupier of a lot must promptly notify the owners corporation if a security device is lost or destroyed.

(f) An owner or occupier of a lot may, with the consent of the owners corporation, such consent not to be unreasonably withheld, install an alarm system or security lights on such common property as is contiguous with the owner's or occupier's lot.

29 Installation of Air-Conditioners

(a) Each owner for the time being (the "owner") of each lot in the strata scheme is conferred with the right to install an air-conditioning system (hereinafter defined as a split-system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) (hereinafter referred to as the "air-conditioner") to service the owner's lot within the strata scheme subject to the following terms and conditions:

(i) The owner of any lot proposing to undertake the installation of an air-conditioner must submit comprehensive plans and diagrams of the proposed installation to the secretary of the owners corporation or strata managing agent of the strata scheme not less than fourteen (14) days before the air conditioning is to be installed;

(ii) The air-conditioner shall not be or become or in any way be construed to be common property and shall always remain the sole property and responsibility of the owner of the lot which it services;

(iii) The air-conditioner must be installed in a location and in such a way that it is not readily visible from the street front or any other public areas bounding the strata scheme;

(iv) The owner of any lot undertaking the installation of an air-conditioner must obtain all necessary permits, licences or consents required by local authority or other statutory or lawful authority for such installation. A copy of consent shall be given to the owners corporation;

(v) The installation of the air-conditioner must be effected in a workmanlike manner by licensed and insured tradespersons;

(vi) The air-conditioner must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property, the air-conditioner must not be placed under or near another owner's window so as to cause discomfort to any other owner or occupier in any manner and is not to be placed on the roof. To avoid doubt, the air-conditioner may be placed in the space between the upper surface of the plasterboard ceiling above the relevant lot and the under surface of the concrete slab above that plasterboard ceiling;

(vii) The air-conditioner must not expel any effluent or exhaust any air in such a way as to cause discomfort or inconvenience to an owner or occupier of a lot in the strata scheme or any person lawfully using the common

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property or to cause damage to the common property, including any plants, garden or lawn, any effluent must be discharged appropriately to the nearest stormwater drain and is not to discharge over the balcony edge;

(viii) Any damage to the common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the air-conditioner must be forthwith made good by the owner of the lot from which the damage results at no cost to the owners corporation;

(ix) The air conditioner must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;

(x) The air-conditioner and all filters must be regularly cleaned by the owner;

(xi) The owner shall inform the secretary or strata managing agent of the scheme not later than fourteen (14) days before the air conditioner is to be replaced or renewed;

(xii) Colours and materials used are to match the brickwork and to be approved by the owners corporation.

(xiii) The installation location of the outside component of the air conditioner is to be approved by the owners corporation.

(b) In the event that an owner or occupier of a lot to which the air-conditioner is installed, after notice, fails to comply with any matters set out in conditions (i) to (xiii) hereof then the owners corporation may terminate the right of the owner or occupier to install the air-conditioner.

30 Planter Boxes within lots

(a) If planter boxes are placed on courtyards or balconies of any Lots, the owner or occupier of the lot must:

(i) Properly maintain the soil and plants in the planter box;

(ii) Ensure that water from the planter box does not leak, spill or spray onto any other lot or the common property;

(iii) Ensure that the use of the planter box does not cause any nuisance, hazard or damage to any other lot or to the common property.

(iv) Ensure and maintain that the planter box masonry structure is in good condition and good state of repair so that it is compatible with the building;

(v) The costs of any maintenance, repair, replacement, and any costs whatsoever in relation to the planter box that is not common property shall be borne by the owners or occupiers of the lot.

(b) If the owner or occupier of a lot is in breach of this By-law, the owners corporation may require any owner or occupier of a lot to remove either the plants and the soil within the planter boxes and replace with pebbles of a complimentary type and colour or remove the planter boxes and make good the common property to match or better the existing condition of the common property planter boxes and plants, at the owner's or occupier's expense. Alternatively, the owners corporation may elect to maintain the planter boxes at the owner's or occupier's expense in every respect and the owner or occupier must allow access to the lot for the purposes of such maintenance on reasonable (not less than 36 hours) notice to the owner or occupier by the owners corporation.

31 Courtyards - Terraces

(a) If a lot has a courtyard or terrace, the owner or occupier of the lot must:

(i) Properly maintain and nurture the soil, plants, and lawn of the courtyard or terrace as the case may be and ensure that the plants and lawn are kept in good condition;

(ii) Ensure that the watering of the courtyard and terrace does not cause excessive water flow onto any other lot or common property;

(iii) Ensure that the use of the courtyard and terrace does not cause any nuisance, hazard or damage to any other lot or to the common property;

(iv) Maintain the courtyard and terrace in a clean, tidy and neat condition at all times;

(v) The costs of any maintenance, repair, replacement and any costs whatsoever in relation to the courtyard and terrace that is not common property shall be borne by the owners or occupiers of the lot.

(b) If the owner or occupier of a lot with a courtyard and terrace is in breach of this by-law, the owners corporation may require any owner or occupier of a lot with a courtyard and terrace to return the courtyard and terrace to its

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original condition or match the existing condition of the common property courtyard at the owner's or occupier's expense.

32 Security keys

- (a) If requested the owners corporation may issue security keys to the owner or occupier of a lot. The owners corporation may charge a fee and or security bond for the issue of the security key.
- (b) Security keys remain the property of the owners corporation at all times.
- (c) The owner or occupier of a lot must not duplicate the security key.
- (d) The owner or occupier of a lot must take all reasonable steps to ensure that the security key is not lost, stolen or damaged.
- (e) The owner or occupier who has been provided with a security key by the owners corporation must not give it to someone who is not an owner or occupier of a lot.
- (f) The owner or occupier who has been provided with a security key by the owners corporation must take all reasonable steps to ensure the proper use of a security key by persons authorised by them and the safe return of the security key to that owner or the owners corporation.
- (g) If the owner or occupier of a lot has damaged, lost or had its security key stolen, then the owner or occupier must immediately notify the owners corporation which will replace the security key at the cost of the owner or occupier, if in the opinion of the owners corporation, security for the building has been compromised by the loss of the security key, then the cost of the re-keying of all locks to allow access to the lot.
- (h) The owner or occupier must immediately return any security key upon the request of the owners corporation.
- (i) The owners corporation may:
 - (i) re-code security keys;
 - (ii) require the owners or occupiers of lots to promptly return security keys to the owners corporation for the purposes of being re-coded.
 - (iii) 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

33 Control on hours of operation and use of facilities

Standard By-Laws 33 was repealed by the Owners Corporation on 03/02/2020

34 Bicycle Parking

- (a) owners or occupiers must:
 - (i) not ride a bicycle on the common property;
 - (ii) when otherwise transferred by motor vehicle, must push by hand their bicycle over the common property to and from their lot;
 - (iii) not leave a bicycle anywhere on the common property;
 - (iv) when not in use, place the bicycle securely in a purposely designed bicycle rack within their lot; and
 - (v) not disturb or interfere with other owners or occupiers of lots in the strata scheme.
- (b) the use of stacked bicycle lockers is prohibited.

35 Absolution of maintenance - Lot fixtures and fittings

35.1 - Introduction and Intent

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(a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.

(b) The intent of this By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.

The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the owners corporation absolving its maintenance responsibilities for those items pursuant to section 106(3) of the Act.

(c) Any item specified in this By-law that is afforded cover for damage due to an insurable event by the owners corporations insurance policy shall still be protected by that insurance.

(d) At all times the owners corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building. Waterproofing shall also remain the owners corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.

(e) This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

35.2 - Definitions

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

(a) Internal Area means any area within the envelope of a lot as defined by the strata plan;

(b) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.

35.2.2 In this By-law, unless the context otherwise requires:

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the By-law will have the same meaning as those defined in the Act; and

(d) references to legislation includes references to amending and replacing legislation.

35.3 - Terms and Conditions

In accordance with section 106(3) of the Act, the owners corporation has determined it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme:

35.3.1 Internal Areas

All decorative finishes within a lot, including but not limited to;

(a) All cornices;

(b) All skirting boards;

(c) All architraves and Internal door jams;

(d) Wall tiles wherever located, including kitchen, bathroom and laundries;

(e) Floor tiles wherever located, including kitchen, bathroom and laundries;

(f) False ceilings;

(g) Mezzanines, stairs and handrails;

(h) All paintwork and wall paper;

(i) The cleaning of mould throughout the lot where the causative factors are purely environmental.

35.3.2 Bathroom, En-suites and Laundry Areas

All bathroom, en-suite and laundry fixtures and fittings, including but not limited to:

(a) All taps and internal pipe work;

(b) Shower screens;

(c) Bathtub, including internal floor waste and drainage pipes;

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- (d) Sinks and hand basins including internal drainage pipes;
- (e) Cabinets and mirrors;
- (f) Toilet pan, including cistern and internal waste pipes;
- (g) All lights, light fittings and exhaust fans that only service the lot, wherever located.

35.3.3 Kitchen Areas

All kitchen fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work;
- (b) All internal waste and drainage pipes, including connection to the common stack;
- (c) Bench tops;
- (d) Sinks and Insinkerator;
- (e) Ovens, stoves and cook tops;
- (f) All lights, light fittings, exhaust fans and rangehoods that only service the lot, wherever located, including ducting and external ventilation points.

35.3.4 Floor Coverings

- (a) All carpet within the lot;
- (b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles;
- (c) All floor boards, whether floating or fixed;
- (d) All parquet, linoleum, vinyl and cork tiles wherever located.

35.3.5 Balcony/Courtyard Areas

- (a) All tiles, pavers and decking;
- (b) All stairs and handrails within the balcony or courtyard area;
- (c) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the strata plan;
- (d) All plants and grassed areas within the balcony or courtyard;
- (e) The pruning, trimming or removal of a tree or trees, including damage caused by roots;
- (f) Fences that divide two lots;
- (g) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot.

35.3.6 Electrical Fittings & Appliances

- (a) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling;
- (b) All electrical sockets and wall plates;
- (c) Electrical main and sub-main that services only one lot including fuses wherever located;
- (d) Smoke detectors that only service one lot;
- (e) Alarm systems that only service one lot;
- (f) Individual garage door motors;
- (g) Telephone, television, cable television and internet wall plates and cabling that only services one lot, wherever located;
- (h) Split system and ducted air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;
- (i) Ceiling fans;
- (j) Electrical or gas hot water heaters and all associated equipment that only service one lot, wherever located;
- (k) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

35.3.7 Front Door, Balcony Doors, Windows and Garage Area

- (a) All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;
- (b) Automatic door closers;

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(c) Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner

(d) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme.

36 On-site stormwater detention system

(a) An onsite stormwater detention system ("OSD") has been installed in the common property by the original owner in accordance with the requirements of the development consent of which this strata scheme was created.

(b) The owners corporation must continually maintain the operation of the OSD throughout the term of the strata scheme. The owners corporation must inspect the OSD for proper usage, leaks, removal of rubbish at least every 3 months and must arrange for proper cleaning of the OSD at least once each 12 months.

(c) All costs connected with the obligations of the owners corporation under this By-law are shared between all lot owners on a unit entitlement basis.

37 Development Consent D/2014/1609 ("Development Consent")

The owners corporation and any owner or occupier acknowledge and will observe the following matters relating to Sydney City Council (the "Council") as set out in the Development Consent relating to the strata scheme:

37.1 All owners, tenants and occupiers of the building the subject of this strata scheme are not eligible to participate in any existing or proposed Council on-street resident parking schemes ("parking prohibition").

37.2 The owner of a lot must advise all intending owners, tenants and occupiers of the parking prohibition in writing at the time of entering into a sale, lease or occupancy agreement with another party.

37.3 The owners corporation must erect a sign permanently displayed and located in prominent places such as at display apartments, and on all directory boards or notice boards where they can easily be observed and read by people entering the building containing the following terms:

"A// owners, tenants and occupiers of this building are advised that they are not eligible to obtain an on-street resident parking permit from Council"

37.4 All lots in the strata scheme must be used as permanent residential accommodation only and not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like, other than in accordance with Sydney Local Environmental Plan 2012.

37.5 No more than two adult people shall permanently occupy any bedroom and no bedroom shall contain more than two beds. This excludes children and children's beds, cots and bassinets.

37.6 The total number of adults residing in one unit shall not exceed twice the number of approved bedrooms.

37.7 Any leasing of a lot in the strata scheme must be subject to a residential tenancy agreement for a term of not less than 3 months.

37.8 An owner or occupier of a lot in the strata scheme must not advertise or organise the use of a lot in the strata scheme for short term or share accommodation.

37.9 Visitor parking spaces must not at anytime be allocated, sold or leased to an individual owner/occupier and must be strictly retained as common property by the owners corporation for use by visitors.

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37.10 The visitor parking space (the "Car Share Scheme Car Space") located between parking space PT 11 and parking space PT 22 is for the exclusive use of car share scheme vehicles. No fee or charge for the use of the Car Share Scheme Car Space is to be applied to operators of a car share scheme. The owners corporation must maintain a sign (well lit) at the Car Share Scheme Car Space stating the Car Share Scheme Car Space is for the exclusive use of car share scheme vehicles. The Car Share Scheme Car Space must be publicly assessable at all times.

37.11 Parking spaces in the strata scheme must not be used other than for the parking of vehicles by owners and occupiers of a lot in the strata scheme. An owner or occupier of a lot must not store in a parking space any item for commercial businesses.

37.12 The owners corporation must ensure that the on-site medium rigid vehicle loading dock is available to all owners and occupiers in the strata scheme for use by removal vehicles, bulky goods deliveries and similar. The owners corporation must manage the use of the loading dock by either a schedule showing owners and occupiers when they can use the dock, or by a register managed on-site to allow the owners and occupiers to reserve a time period for the owners and occupiers the use of the loading dock.

The Following are the Special By-laws registered with the scheme.**1 Purchase of Lift Blankets****Registration Date: 29/06/2018**

The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:

- a) To purchase lift blankets for the lifts at the strata scheme.
- b) The lift blankets shall become common property and managed accordingly in relation to its maintenance, repair, renewal and replacement; and
- b) The payment for the lift blankets shall be made by the Owners Corporation.

2 Pre-Meeting & Electronic Voting**Registration Date: 28/04/2019****A) Intention**

The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

B) Pre-Meeting Electronic Voting

- (i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.
- (ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

C) Electronic Voting

The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

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D) Compliance and Capability

Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;

- (i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and
- (ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

3 Minor Renovations By-Law

Registration Date: 28/04/2019

1. Intention

The intention of this By-law is;

- i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,
- ii. Define what Minor Works may be approved by the committee,
- iii. Provide owners with an application process to have their Minor Works approved,
- iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

2. Definitions

- i. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
- ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
 - a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
 - b. Renovating any other room within a lot (not including structural works)
 - c. Changing or installing recessed light fittings,
 - d. Installing or replacing wood or other hard floors,
 - e. Installing or replacing wiring or cabling or power or access points,
 - f. Work involving reconfiguring walls,
 - g. Installing or replacing pipes and duct work,
 - h. Installing a rainwater tank,
 - i. Installing a clothesline,
 - j. Installing a reverse cycle split system or ducted air-conditioning system,
 - k. Installing double or triple glazed windows,
 - l. Installing a heat pump or hot water service,
 - m. Installing ceiling, wall or floor insulation,
 - n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
 - o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
 - p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
 - q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

3. Authority to approve Minor Renovations

- i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
- ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.

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- iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
- iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
- v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.
- vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.
- vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.
- viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

4. Application Process

An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;

- i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
- ii. A description of the Minor Renovations proposed,
- iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
 - a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
 - b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,
- iv. Details of how any rubbish and debris will be disposed of during the construction process,
- v. The estimated duration of the work,
- vi. Other information that the committee may require in order to process the application.

5. Terms and Conditions that will apply to all approvals

The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.

- i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
 - ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;
 - iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - iv. the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
 - v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may

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terminate the right of the owner or occupier to install such devices.

(3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;

- i. The supply of a Dilapidation Report prior to the commencement of the works,
- ii. The supply of additional expert reports relevant to the proposed works,
- iii. Payment of a Bond before commencement of the works,
- iv. Conditions surrounding noise and proposed times of work,
- v. Provisions for cleaning and removal of debris,
- vi. Conditions surrounding access to common property for trades, equipment and vehicles.
- vii. Any other matter relevant to the application.

4 Recovery of Administrative Costs

Registration Date: 28/04/2019

- i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable administrative charges incurred by the Owners Corporation for additional management operations that have occurred due to the activities or behaviour of an owner/s or tenant/s of a lot within the scheme.
- ii. Examples include, but are not limited to, additional expenses incurred for remedying By-law breaches, damaged caused to common property as a result of moving furniture, damaged caused to common property as a result of refusing to allow access to a lot, fines or call out fees imposed by the NSW Fire brigades due to false alarms, costs of removing abandoned goods.

A) Definitions

- i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
- ii. The following terms are defined to mean:
'Administrative Cost' means the costs incurred by the Owners Corporation imposed by the Owners Corporations Agents, other authorities or increases in insurance premiums.
'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, consultant, legal counsel or other personnel engaged by the Owners Corporation.
'the Act' means the Strata Schemes Management Act 2015
'Other Authorities' includes but is not limited to any government or statutory authority such as the NSW Fire Brigades, Local Council or Work Cover.
'Increases in Insurance Premiums' means increases in the Owners Corporations building insurance or public liability premiums
'Activities or Behaviour' includes but is not limited to, breaching the Owners Corporations By-laws, damaging common property, refusing access to the lot to allow an inspection of fire services and window locks, excessive or inordinate contact with the Owners Corporations agents which incurs a fee.

B) Rights and Obligation of Owners

- i. A lot owner shall be liable to compensate the Owners Corporation for the Administrative Costs charged to the Owners Corporation by the Owners Corporations Agents, other authorities or increases in insurance premiums to the activities or behaviour of owner/s or tenants;
- ii. A lot owner must take all reasonable steps to ensure that any occupier of their lot/s complies with all by-laws;
- iii. This By-law applies equally to the behaviour and activities of owners and tenants (and visitors to each) and where a lot has been leased, the lot owner shall be responsible for the behaviour of their tenants;
- iv. Where an administrative cost has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation that the administrative fee be reduced or waived.
- v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

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C) Rights, Powers and Obligations of the Owners Corporation

- i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
- ii. The Owners Corporation must not impose a fee or seek compensation from a lot owner unless the proposed fee has been approved by the Strata Committee or Owners Corporation;
- iii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
- iv. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- v. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- vi. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

5 Recovery of Stationery Expenses

Registration Date: 28/04/2019

Intention

- i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable stationery expenses incurred by the Owners Corporation for the distribution of serving notices on lot owners via post or other non-electronic means.
- ii. The Owners Corporation recognise that the Strata Schemes Management Act 2015 enables the Owners Corporation to issue notices to owners and tenants via email and that this medium of communication is far more cost effective and environmentally friendly than non-electronic means.

A) Definitions

- i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
- ii. The following terms are defined to mean:
'Stationery Expense' means the costs incurred by the Owners Corporation for serving documents on lot owners by post or other non-electronic means;
'Administrative Fee' means an amount of \$20.00 per quarter (or other such amounts that may be determined by the Owners Corporation or Strata Committee from time to time acting reasonably) commensurate with administrative costs charged to the Owners Corporation
'New Owners' mean any owner/s that purchases a lot in the scheme after the date this By-law is registered.
'Notice' means any written correspondence that is issued by the Owners Corporation by post or other non-electronic means
'the Act' means the Strata Schemes Management Act 2015

B) Rights and Obligation of Owners

- i. Where a lot owner has not provided the Owners Corporation with an email address for the service of notices as prescribed by the Act, the Owners Corporation may impose upon that lot owner an Administrative fee for reimbursement of serving documents via post or other non-electronic means.
- ii. A lot owner has 6 months from the date this By-law is passed to register an email address for the service of notices before the Owners Corporation is entitled to charge an administrative fee.
- iii. In the case of 'new owners', they shall have 3 months from the date the Owners Corporation is furnished with a Section 22 notice pursuant to the Act before the Owners Corporation is entitled charge an administrative fee
- iv. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived.
- v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

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C) Rights, Powers and Obligations of the Owners Corporation

- i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
- ii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
- iii. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- iv. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- v. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

6 Car Charger Works (EV Charging)

Registration Date: 26/03/2020

Part 1 - Preamble

1.1 The purpose of this by-law is to administer a programme for the following:

- (a) the granting of conditional approval from the Owners Corporation to the carrying out of Car Charger Works; and
- (b) to regulate the maintenance, repair and replacement of those Car Charger Works.

Part 2 - Definitions & Interpretation

2.1 Definitions

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

- (a) Act means the Strata Schemes Management Act 2015.
- (b) Architectural Code means the architectural code for the Building, in the strata management statement applicable to the strata scheme;
- (c) Australian Standards means the standards, codes and regulations which govern building and construction work from time to time as relevant and applicable to the particular works being carried out by the Owner.
- (d) Authority means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but limited to the local council, a court or a tribunal.
- (e) Building means the building situated on the parcel;
- (f) Car Charger Works means any works involving the installation of a device for the purpose (either dominant or ancillary) of charging a car battery solely benefiting and for the sole use of a particular Lot.
- (g) Insurance means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$20,000,000.00;
 - (ii) Insurance required under the Home Building Act 1989 (if any); and
 - (iii) workers' compensation insurance.
- (h) Lot means any lot within the strata plan number.
- (i) Owner means the owner(s) of a Lot.
- (j) Owners Corporation means the owners corporation constituted upon the registration of the Strata Plan.

2.2 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) unless the context otherwise requires, a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) unless the context otherwise requires, a reference to the Owner includes any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- (g) to the extent of any inconsistency between the by-laws applicable to the Strata Plan and this by-law, the

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provisions of this by-law shall prevail; and

(h) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

Part 3 - Conditions

Before Commencement

3.1 Before commencement of and Car Charger Works, an Owner must:

(a) provide a written application to the strata committee to carry out the Car Charger Works, that includes the following information:

(i) plans and specifications (including a scope of works) for the proposed Car Charger Works, in particular, details in relation to:

(I) detailed location of all Car Charger Works including a location map of the works superimposed against the strata plan and the electrical connection;

(II) any change to the external appearance of the Lot or common property;

(III) any work involving waterproofing;

(IV) Details on how the Car Charger will be metered.

(ii) the manufacturer or supplier's brochure setting out the specifications of the Car Charger Works;

(iii) a copy of the licence details and certification of the contractor(s) engaged (or who will be engaged) by the Owner to carry out the Car Charger Works;

(iv) copies of certificate of currency of all Insurance for the Car Charger Works;

(v) a copy of any order, consent, permit or approval that may be required by an Authority, including but not limited to any conditions of complying development certificate or development consent issued under the Environmental Planning and Assessment Act 1979;

(vi) details for the supply of power for the Car Charger Works (including the steps to connect and disconnect the Car Charger Works for that supply), being a connection to a power supply exclusively servicing the Owner's Lot;

(vii) if the proposed Car Charger Works affects another Lot, consent of that lot to the works;

(viii) confirm in writing that information as provided under this clause 3.1 is accurate, clear and complete in all respects.

3.2 Upon receipt of the written application contemplated by clause 3.1, the strata committee shall review the written application within 30 days of receipt and, at its reasonable discretion:

(a) object the application by one of more reason as detailed under clause 3.5; and

(b) request the Owner provide additional details of the Car Charger Works, including but not limited to further specifications, engineer's reports or certifications.

3.3 The Owner may carry out the Car Charger Works:

(a) so long as they are compliant works, in all respects, as detailed under clause 3.5 below including any guidelines as contemplated therein; and

(b) the strata committee has not notified the Owner in writing within 30 days of receipt of the written application with respect to a matter under clause 3.2 above.

For the avoidance of doubt, to the extent where the Car Charger Works are cosmetic works under section 109 of the Strata Schemes Management Act 2015 NSW, the Owner may carry out those cosmetic works without the need for prior approval of the owners corporation but it must nonetheless observe all provisions of this by-law so far as practical.

Access

3.4 At least two (2) days prior to the commencement of the Car Charger Works or an aspect of the Works the Owner shall make arrangements with the building manager regarding:

(a) the suitable times and method for the Owner's contractors to access the Building to undertake the Car Charger Works; and

(b) the suitable times and method for contractors to park their vehicles on common property whilst the Car Charger Works are being conducted.

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Compliant Works

3.5 To be compliant under this by-law, Car Charger Works:

- (a) must be in accordance with clauses 3.1 - 3.4 in all respects;
- (b) must be in keeping with the appearance and amenity of the Building in the reasonable opinion of the Owners Corporation having regard to the existing use of the subject areas of the Car Charger Works and the works must not change the external appearance and character of a lot in the relevant areas;
- (c) must comply with the Architectural Code;
- (d) must be manufactured, designed and installed to specifications for domestic use;
- (e) must be in keeping with the information:
 - (i) provided to the strata committee in accordance with clauses 3.1(a) and 3.2(b); and
 - (ii) provided to any Authority in connection with the approval of the Car Charger Works by that Authority;
- (f) must not be in a location that will or likely to be adversely affecting the lawful use of common property by another lot or Owners Corporation, or otherwise the lawful use of another lot;
- (g) must not adversely affect the structural integrity of the Building or part thereof and not involve any structural change;
- (h) must not involve or necessitating any waterproofing works;
- (i) must be constructed and maintained in accordance with Australian Standards or any such standard applying to the works;
- (j) must be in keeping with fire safety standards;
- (k) comply and continue to comply with this by-law;
- (l) with respect to the required electricity supply to operate the Car Charger Works, it must be directly wired, connected, metered, drawn and charged against benefitting Lot and not against the common property electricity supply in any way, or alternatively the Owners Corporation are to be reimbursed by the lot owner for the electricity consumption used, using a billing agent to be approved by the owners corporation; and
- (m) must comply with those guidelines as set out in Annexure A (where applicable and if attached) or as maybe determined by the Owners Corporation from time to time.

Where the Car Charger Works comply with the provisions under this clause 3.5, they are deemed as Minor Renovations under section 110 of the Strata Schemes Management Act 2015 NSW and are hereby approved by the Owners Corporation.

During Construction

3.6 Whilst the Car Charger Works are in progress the Owner of the Lot at the relevant time must:

- (a) transport each item including but not limited to construction materials, equipment and debris in compliance with the reasonable directions of the Owners Corporation;
- (b) protect all areas of the Building, both internal and external to the Lot, from damage:
 - (i) by the Car Charger Works;
 - (ii) by the transportation of construction material, equipment, debris and other material associated with the Car Charger Works; and
 - (iii) by the removal of any part of the Car Charger Works.
- (c) keep all areas of the Building outside the Lot clean and tidy;
- (d) only perform the Car Charger Works between 9.00 am and 5.00 pm on Monday to Friday inclusive and not carry out the Car Charger Works on weekends and public holidays;
- (d) immediately arrange for the removal of all construction materials and debris from the Building, with no material or debris deposited in the common property garbage disposal areas;
- (f) take all reasonable steps to minimise discomfort, disturbance, obstruction or interference with the use and enjoyment by other occupiers of the Building;
- (g) ensure that the common property is kept clean of any waste created by the Car Charger Works daily and in accordance with the Owners Corporation's directions;
- (h) comply and ensure that the Owner's contractor complies with all requirements, directions and orders of the strata committee and any Authority; and
- (i) not vary the Car Charger Works without first obtaining the consent in writing of the Owners Corporation.

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3.7 The Car Charger Works shall be carried out:

- (a) in a proper and workmanlike manner;
- (b) in accordance with the provisions of all applicable building codes and standards;
- (c) in accordance with the drawings and specifications approved by an Authority where applicable and the Owners Corporation;
- (d) using materials that are new and fit for the purposes to which those materials are put;
- (e) by appropriately licensed contractors;
- (f) with due diligence and within the time stipulated in this by-law, or if no time is stipulated, within a reasonable time; and
- (g) in a manner so as to result in the Car Charger Works (or area surrounding the Car Charger Works) being reasonably fit for occupation.

After construction

3.8 After the Car Charger Works have been completed the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Car Charger Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Car Charger Works and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Car Charger Works;
- (d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law.

Statutory and other requirements

3.9 The Owner must:

- (i) comply with all requirements of the Owners Corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of all relevant statutory authorities, including the local council relating to the Car Charger Works;
- (ii) ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;
- (iii) ensure that the warranties provided under any contract are, so far as relevant, complied with.

Enduring rights and obligations

3.10 An Owner must:

- (a) properly maintain, replace and keep in good and serviceable repair any Car Charger Works installed benefiting their lot;
- (b) properly maintain and upkeep those parts of the common property in contact with the Car Charger Works;
- (c) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if:
 - (i) the Car Charger Works are removed or relocated; or
 - (ii) the Owner who has installed the Car Charger Works transfers or disposes of their interest in the Lot (unless an incoming Lot Owner requests the Car Charger to remain).
- (d) pay for all of the following costs:
 - (i) the costs of installing and maintaining the Car Charger Works;
 - (ii) the costs of all power in connection with the car charger the subject of the Car Charger Works including but not limited to electricity;
 - (iii) fees for convening any meeting or obtaining advice to consider the proposal including any other reasonable professional fees required to consider the proposal including strata management fees or engineering fees.
- (e) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, replacement or removal of any Car Charger Works including any liability in respect of the property of the Owner.

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Default

3.11 Should the Owner fail to comply with any obligation under this by-law:

- (a) the Owners Corporation may request, in writing, that the Owner complies with the terms of the by-law and the Owner must take all reasonable steps to comply with the Owners Corporation's request;
- (b) without prejudice to any other rights, the Owners Corporation may enter upon the Lot to inspect and to carry out any reasonable work to rectify the Owner's breach of this by-law;
- (c) the Owner shall indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation should the Owners Corporation be required to carry out any work to rectify the Owner's breach of this by-law; and
- (d) the Owners Corporation may recover from the Owner, as a debt in a forum of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt.

Applicability

3.12 In the event that the owner desires to remove the Car Charger Works installed under this by-law (or otherwise), the provisions of Part 3 of this by-law shall also apply in relation to that removal.

7 Short Term Leasing**Registration Date: 26/03/2020**

Interpretation

1.1 In this by-law, unless a contrary intention appears:

"Act" means the Strata Schemes Management Act 2015;

"Building" means the building and common property comprising the Strata Plan;

"Governmental Agency" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

"Lot" means a lot or part of a lot in the Strata Plan;

"Occupier" means an occupier of a Lot pursuant to a lease, sub-lease, tenancy agreement, licence, sub-licence, understanding or contract of any kind;

"Occupier's Principal Place of Residence" means a Lot or any part of a Lot which is continuously occupied as the residence of the relevant Occupier;

"Online booking service" means a person who provides an online booking service that enables persons to enter into short-term rental accommodation arrangements;

"Owner" means an owner of a Lot unless otherwise indicated;

"Owner's Principal Place of Residence" means a Lot or any part of a Lot which is continuously occupied as the residence of the relevant Owner;

"Property Agent" means the property manager, leasing agent or facilitator acting as agent for an Owner or Occupier of a Lot in respect of the lawful leasing of that Lot according to the by-laws;

"residential premises" means a Lot which comprises a residence;

"Security Key" means a key, magnetic card or other device used to open and close doors, gates or locks or operate alarms, security systems or communication system in the Building.

"short-term rental accommodation" means the commercial use of an existing residential premises, either wholly or partially, for the purposes of short-term accommodation (of a period of not more than 3 months at any one time);

"short-term rental accommodation arrangement" means a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time, and includes any arrangement prescribed

by the (relevant Fair Trading Act 1987) regulations to be a short-term rental accommodation arrangement but does not include any arrangement prescribed by those regulations not to be a short-term rental accommodation arrangement;

"Strata Plan" means Strata Plan No. 96677.

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

- a. headings are for convenience only and do not affect the interpretation of the by-law;
- b. words importing the singular include the plural and vice versa;
- c. words importing a gender include any gender;
- d. an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other owners corporation and any Governmental Agency;
- e. a reference to a person includes reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;
- f. a reference to any thing includes a part of that thing;
- g. a reference to any statute, act, regulation, proclamation, ordinance or by-law includes all statutes, acts, regulations, proclamations, ordinances or by-laws, amending, varying, consolidating or replacing them, and a reference to a statute or act includes all regulations, proclamations, ordinances and by-laws issued under that statute or act;
- h. "include" or "including" and any variation of those words are not words of limitation;
- i. if any provision or part of a provision is held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law to the extent that it is void or invalid or unenforceable but the remainder of this by-law or the relevant provision shall remain in full force and effect; and
- j. any words defined in the Act appearing in this document have the same meaning as they do in the Act unless otherwise indicated or defined.

Scope of By-law

2.1 An Owner for whom their Lot is not that Owner's Principal Place of Residence must not:

- a. enter into any short-term rental accommodation arrangement regarding that Lot; nor
- b. permit any Occupier of the Lot for whom the Lot is not that Occupier's Principal Place of Residence to enter into any short-term rental accommodation arrangement regarding the Lot; nor
- c. permit any Property Agent of the Owner or Occupier for whom the Lot is not their Principal Place of Residence to enter into any short-term rental accommodation arrangement regarding the Lot; nor
- d. permit any other agent acting for the Owner or Occupier of a type referred to in clause 2.1.c. to enter into any short-term rental accommodation arrangement regarding the Lot;
- e. list the Lot or permit the Lot to be listed on any Online booking service for the purpose of entering into a short-term rental accommodation arrangement.

2.2 An Occupier for whom the Lot is not that Occupier's Principal Place of Residence must not:

- a. enter into any short-term rental accommodation arrangement regarding that Lot; nor
- b. permit any other Occupier of the Lot for whom the Lot is not that other Occupier's Principal Place of Residence to enter into any short-term rental accommodation arrangement regarding the Lot; nor
- c. permit any Property Agent of any Occupier referred to in this clause 2.2. to enter into any short-term rental accommodation arrangement regarding the Lot; nor
- d. permit any other agent acting for any Occupier referred to in this clause 2.2 to enter into any short-term rental accommodation arrangement regarding the Lot; nor
- e. list the Lot or permit the Lot to be listed on any Online booking service for the purpose of entering into a short-term rental accommodation arrangement.

3 An Owner for whom their Lot is not the Owner's Principal Place of Residence and who agrees to a lease, sub-lease, licence, sub-licence, or contract of any kind in respect of their Lot must ensure all such agreements:

- a. are not inconsistent with and do not breach clause 2 of this by-law; and
- b. legally bind their Occupier and sub-tenants and their Property Agent and/or other agents (if applicable) to compliance with this by-law.

Liability and Indemnity

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4.1 Owners and Occupiers jointly and severally will be liable for any damage to the common property in the Strata Plan and/or a Lot and for loss or damage to personal property suffered as a result of their breach of this by-law.

4.2 Owners severally must indemnify the owners corporation against all and any claims, actions, demands or expenses including legal and administrative expenses incurred in relation to:

- a. short-term rental accommodation arrangements prohibited in this by-law and conducted from their Lot;
- b. their Occupiers' occupancy of their Lot in breach of this by-law;
- c. occupancy of their Lot by Occupiers' sub-tenants, licensees, sub-licensees or others in breach of this by-law;
- d. listing a Lot to which this by-law applies on any Online booking service;
- e. the exercise of its rights under this by-law; and
- f. enforcement of this by-law.

4.3 This by-law confers on the owners corporation the following additional functions, powers, authorities and duties:

- a. the power to prohibit Owners and Occupiers and others from enabling or engaging in short-term rental accommodation arrangements according to this by-law;
- b. the power and duty to report every short-term rental accommodation arrangement prohibited in this by-law to the relevant Government Agency/ies and engage in whatever investigative and legal action may be necessary to stop the short-term rental accommodation arrangement;
- c. the authority to:
 - i. issue a notice to the relevant Owner or Occupier and relevant Property Agent (if applicable) if it is reasonably suspected that the Lot is listed on any Online booking service for the purpose of entering into a short-term rental accommodation arrangement;
 - ii. issue a notice to the relevant Owner or Occupier and relevant Property Agent (if applicable) that short-term rental accommodation arrangements are reasonably suspected to be occurring in the relevant Lot and demand that the short-term rental accommodation arrangements cease immediately;
 - iii. instruct the Owner or Occupier or their Property Agent (if applicable) to deliver an eviction notice to persons not authorised to occupy the Lot according to this by-law;
 - iv. if the short-term rental accommodation arrangement does not cease immediately on the relevant Owner, Occupier or Property Agent (if applicable) being informed of the continuing activity prohibited in this by-law - deactivate Security Keys which continue to be used to access common property by persons not authorised to do so; and
 - v. be indemnified by Owners from all claims arising from the actions taken pursuant to this by-law;
- d. for absolute clarity, the authority to recover the cost and expenses of carrying out the activities referred to in sub-clauses b. and c. and this sub-clause d. of this clause from the respective Owner as a levy debt, due and payable at the owners corporation's direction and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum or, if the regulations provide for another rate, that other rate, until paid and the interest will form part of that debt.

8 Fire Inspection Access & Administration**Registration Date: 25/03/2021****Intention**

The intention of this By-law is to outline the rights and responsibilities of the Owners Corporation and Lot owners in relation to the inspection of fire safety apparatus within a Lot and to provide the Owners Corporation with a fair and equitable mechanism to recover any additional costs associated with supplementary inspections of individual Lots (which may be incurred due to an occupant delaying access) or additional corrective action repairs required. The Owners Corporation recognise that Under the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) and Section 123(1) of the Strata Schemes Management Act 2015 they must engage an Accredited Fire Safety Practitioner (AFSP) to inspect the fire safety apparatus within the common property and individual Lots.

a. Definitions

The following terms are defined to mean:

'Accredited Fire Safety Practitioner (AFSP)' means a person accredited under an approved industry accreditation scheme to undertake the inspecting, testing and repairs to fire safety apparatus within a building.

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'Administrative Fee' means a fee to which the Agent may charge for additional services rendered in administering access or additional repairs within a Lot.

'Agent' means the Strata Managing Agent for the Strata Scheme.

'Corrective Action Repairs (CAR)' mean those repairs required to be undertaken on common property or within a Lot in order to remedy a defect or fault to a fire safety apparatus.

'Fines or Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by the local council or other statutory or lawful authority or administrative charges imposed by agent engaged by the Owners Corporation.

'Fire Safety Apparatus' means any Fire Safety Measure listed in Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) applicable to the strata scheme.

'Reasonable Access' means between the hours of 7.00am and 8.00pm Monday to Friday, excluding public holidays.

'Smoke Alarm Certificate' means a certificate issued by a landlord or their agent to a tenant, pursuant to Section 64A of the Residential Tenancies Act 2010 (NSW), noting the smoke alarm(s) within a Lot are compliant.

b. Rights & Responsibilities of the Owners Corporation

i. The Owners Corporations must ensure that an Annual Fire Safety Statement is obtained pursuant to the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) and Section 123(1) of the Strata Schemes Management Act 2015.

ii. An Accredited Fire Safety Practitioner (AFSP) must be used for the inspection of the fire safety apparatus within the Strata Scheme. Before carrying out any inspection or works within a Lot the Owners Corporation or their Agent must provide the occupant of the lot a minimum of 7 days' notice that access to the lot is required.

iii. The Owners Corporation shall have the power to recover all costs outlined in clause C) below from a lot owner (as well as any costs related to the indemnities identified in Clause D) as a debt by way of a levy charged to the lot and must serve upon the owner a written notice of the contribution payable. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act and may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

c. Rights and Responsibilities of Lot Owners

i. The Owners Corporation recognise that access to the Lots within the Strata Scheme shall be required in order to comply with clause b), therefore the owner of a Lot shall be responsible for ensuring;

a. That where necessary the Owners Corporation or their Accredited Fire Safety Practitioner (AFSP) has unencumbered access to the owner's Lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

b. The occupant of the lot does not obstruct access to the Owners Corporation or their Accredited Fire Safety Practitioner (AFSP) for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

ii. Where access to a Lot for an initial inspection of the fire apparatus is unsuccessful and additional inspections are required, the Owners Corporation may impose upon that Lot owner the following administrative fees (re- inspection fee) for arranging the return of an Accredited Fire Safety Practitioner (AFSP):

a. A fee of \$50 for organisation of the 2nd inspection of a Lot;

b. A fee of \$75 for organisation of the 3rd inspection of a Lot;

c. A fee of \$100 for any further inspections of a Lot.

These fees are in addition to the call-out fees charged by the Accredited Fire Safety Practitioner (AFSP) as outlined in sub-clause iii).

iii. Where access to a Lot for an initial inspection of the fire apparatus is unsuccessful and additional inspections are required, the Owners Corporation may pass the call-out fees charged by the Accredited Fire Safety Practitioner (AFSP) upon that Lot owner, in addition to the administrative fees outlined in sub-clause ii).

iv. Where Corrective Action Repairs (CAR) are required to items within the Lot, the associated costs will be imposed by the Owners Corporation upon that Lot owner, as well as any additional administration costs imposed by the agent to facilitate this process. These costs may include, but are not limited to the replacement or repairs of:

a. Smoke alarms;

b. Heat alarms/detectors;

c. Fire door closers;

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d. Any other item within a Lot required to be compliant with the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW).

v. Where an owner leases their Lot they are required to issue a Smoke Alarm Certificate to their tenant pursuant to Section 64A of the Residential Tenancies Act 2010 (NSW). Upon request, the Owners Corporation or its Agent may be required to supply a certificate to a Lot owner, as such the Owners Corporation may charge a fee of \$55 upon that Lot owner.

vi. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause vi) above, all charges imposed by this By-law shall stand.

vii. In accordance with Section 258 of the Strata Schemes Management Act 2015, owners who lease their Lot must ensure that the tenant names, duration of the lease and the contact details are provided to the Owners Corporation's Agent within 14 days after the commencement of the lease.

d. Indemnity

An owner of a lot must indemnify the Owners Corporation for any fines or penalties imposed by the local council which are incurred by the Owners Corporation due to access to the lot being unable to be gained by the Owners Corporation's appointed Accredited Fire Safety Practitioner (AFSP).

An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of the restoration of any faulty fire safety equipment necessary to be undertaken in order for the Annual Fire Safety Statement to be issued.

9 Payment Plan By-Law**Registration Date: 25/03/2021****1. Introduction**

1.1 The purpose of this by-law is to set out how the owners corporation will administer payment plans.

1.2 This by-law applies if the owners corporation passes either a resolution to accept payment plans generally or specific payment plans.

2. Payment Plans

2.1 At every Annual General Meeting, the owners corporation must consider "how to deal with any overdue contributions payable to the owners corporation". Section 85(5) of the Act says "An owners corporation may, by resolution at a general meeting, agree to enter into payment plans, either generally or in particular cases, for the payment of overdue contributions."

2.2 Clause 18 of the Regulation says a payment plan must:

(a) be in writing;

(b) require repayment of the outstanding contributions within 12 months; and

(c) contain the following:

(i) the name of the lot owner and the title details of the lot,

(ii) the address for service of the lot owner,

(iii) the amount of the overdue contributions,

(iv) the amount of any interest payable for the overdue contributions and the way in which it is calculated,

(v) the schedule of payments for the amounts owing and the period for which the plan applies,

(vi) the manner in which the payments are to be made,

(vii) contact details for a member of the strata committee or a strata managing agent who is to be responsible for any matters arising in relation to the payment plan,

(viii) a statement that a further plan may be agreed to by the owners corporation by resolution,

(ix) a statement that the existence of the payment plan does not limit any right of the owners corporation to take action to recover the amount of the unpaid contributions.

2.3 For each payment plan:

(a) the owners corporation appoints its Strata Manager as its agent to administer the payment plan;

(b) the owners corporation acknowledges that the Strata Manager will charge the Fee to administer the payment plan; and

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(c) the owner who has agreed to the payment plan agrees to pay the Fee to the owners corporation as part of the payment plan, and the Fee is recoverable by the owners corporation in the same manner as the outstanding contributions.

2.4 If the owners corporation resolves generally to enter into payment plans, then:

(a) the terms of any individual payment plan approved under that general resolution (including those further approved under clause 2.4(a)) must:

(i) comply with the Act and the Regulation;

(ii) contain the information set out in clause 2.2(c) above; and

(b) the strata committee may approve individual payment plans, provided that the individual payment plan complies with the following:

(i) clauses 2.2 and 2.3;

(ii) interest is payable in the manner and at the rate set out in the Act;

(iii) contributions due after the date the payment plan commences are payable on their due date;

(iv) payments must be made to the appropriate account of the owners corporation held on its behalf by the Strata Manager; and

(v) the contact details to include in the payment plan are those of the Strata Manager.

3. Interpretation

In this by-law:

3.1 Act means the Strata Schemes Management Act 2015;

3.2 Fee means the fee charged by the Strata Manager to administer each payment plan, which as at the date that this by-law is registered is \$100 per month per payment plan;

3.3 lot means each and every lot in the strata scheme;

3.4 owner means the owner of the lot for the time being;

3.5 payment plan means a payment plan for the payment of overdue contributions, which is either specifically approved by the owners corporation, or where the owners corporation resolves generally to accept payment plans;

3.6 Regulation means the Strata Schemes Management Regulation 2016;

3.7 Strata Manager means the strata managing agent for the strata scheme, which is Netstrata;

3.8 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;

3.9 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; and

3.10 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.

BL33 Control on hours of operation and use of facilities - Amended as follows

Registration Date: 26/03/2020

(a) The owners corporation may, by special resolution, make the following determination if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:

"That facilities situated on the common property including without limitation, the common barbecue facilities and common property gardens situated adjacent to the barbecue facilities (roof top) may be used only during certain times or on certain conditions."

(b) An owner or occupier of a lot must comply with a determination referred to in sub-by-law 33(a).

(c) The use of the common property gardens, the adjacent barbecue facilities and roof top terraces (collectively the "Area") are subject to the following conditions:

(i) the Area may only be used by owners or occupiers whilst they are in occupation of a lot;

(ii) if the strata levies for a lot are due and unpaid, the owners and occupiers of the lot may be refused access to the Area;

(iii) access by an owner or an occupier of a lot to the Area for parties, gatherings, etc. is prohibited by the owners

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corporation outside of the following hours:

Monday to Sunday: 7:00 a.m. to 10:30 p.m.

(iv) amplified sound must not be used in the Area at anytime.

(v) access to the Area may be restricted or prevented at any time according to requirements for repair, replacement, upgrading or for safety, legal or operational reasons where considered appropriate in the opinion of the owners corporation;

(vi) the owners corporation may determine and vary from time to time Rules relating to access to and use of the Area. The

rules shall be displayed in the Area.

(vii) the owners corporation may enforce the Rules and remove and prohibit access by persons who do not comply with the Rules;

(viii) the Rules may restrict access by guests of any owner or occupier of a lot and if any access for guests is allowed then the owner or occupier is responsible for any action of their guests and in any event guests must be accompanied by an owner or occupier of a lot at all times;

(ix) the Rules may restrict the maximum number of persons that may use the Area at any one time and may restrict the number of persons that may accompany and owner or occupier in the Area at any one time;

(x) any damage to the Area or to any plant and equipment in the Area caused by an owner or occupier of a lot in the

strata plan (or their guest) must be paid for by the owner of the lot in addition to any amounts that might otherwise be payable by the owner.

(xi) the owner or occupier (or any guest) entering the Area must not cause any structural or other damage to the Area or harm to any person or property in the Area, keep the Area clean and tidy and remove any rubbish when leaving the Area.

(xii) the owner or occupier (or any guest) enters upon the Area at their own risk and releases the owners corporation and their agents, contractors and employees from any claims and demands of any kind and from any liability which may arise in respect of any accident or damage to property or death or injury to any person entering into the Area, including arising from negligence or any other cause whatsoever;

(xiii) each owner of a lot indemnifies and will keep indemnified the owners corporation and their agents, contractors and employees from and against all actions, demands, losses, damages, costs and expenses for which any of them may become liable in respect of or arising from any loss, damage, death or injury due to negligence or any other cause whatsoever to anyone entering into the Area with the authority or at the request of the owner or occupier;

(xiv) Any person exercising rights to enter the Area must comply with and by entering the Area agree to comply with all rules included in or made under this By-law and all directions of the owners corporation to enforce those rules.

(xv) Rules may require that the owner or occupier (or any guest) must be adequately clothed when they are in the Area.

(xvi) Rules may require that persons under the age of 18 years be accompanied by an adult when using the area.

(xvii) The owner or occupier (or any guest) must seek owners corporation consent to:

(a) bring food or drink into the Area. However, the owner or occupier (or any guest) may bring non-alcoholic drinks in shatter proof containers into the Area.

(b) Hold parties or other functions in the Area.

(c) Interfere, operate or adjust the settings of equipment in the Area.

(xviii) For events taking place on the roof top, that a maximum of 20 guests per lot per event is permitted.