

AVANTI
APARTMENTS



By Laws

Including changes from
July 2011 AGM

BY LAWS

STRATA PLAN NO SP78122 - AVANTI APARTMENTS

These are the current by-laws of Avanti Apartments that have been produced using the original by-laws and incorporating changes that have been made to the original. This copy of the by-laws is for information only and cannot be used in legal proceedings. The Executive Committee of the Owners Corporation does not guarantee the accuracy of this document. These by-laws include changes made up to and including the July 2011 Annual General Meeting.

BY-LAWS

STRATA PLAN NO SP78122

AVANTI APARTMENTS

1. NOISE

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

2. PARKING (replaced 11 September 2009)

2.1 Parking on common property

- (a)** An owner or occupier of a lot must not park or stand any motor or other vehicle on common property including, without limitation, the visitor parking.
- (b)** An owner or occupier of a lot must not permit any visitor to that owner or occupier to park or stand any motor or other vehicle on common property other than in the areas marked as visitor parking and then for a maximum period of three continuous days.
- (c)** An owner or occupier of a lot must use the carwash bays on Level 4 only for cleaning a vehicle and not for any other purpose and must remove the vehicle from the carwash bay immediately after finishing cleaning it.
- (d)** An owner or occupier of a lot must not park or stand any motor or other vehicle in the car space of another lot owner or occupier, or permit any visitor to do so, without the prior permission of that other owner or occupier.
- (e)** For the avoidance of doubt, persons living in a residential lot or working in a commercial or retail lot in the strata scheme who are

neither the owner or lessee of that lot are nevertheless in lawful occupation of the lot and are, accordingly, occupiers of that lot and, as such, are bound by the provisions of these bylaws as occupiers.

2.2 Action by Executive Committee

The owners corporation may by resolution of its executive committee and for the purpose of the control, management, administration, use and/or enjoyment of the common property including, without limitation, any areas set aside as visitor parking:

- (a) install signage on the common property in or about the car parking areas of the parcel advising of the effect of this by-law including, without limitation, that infringement of this by-law may result in de-activation of the car park access key;
- (b) install signage on the common property regulating the ingress and egress of motor or other vehicles to and from the buildings in the strata scheme;
- (c) take such further action consistent with this by-law as is reasonable and necessary in order to regulate or restrict the parking or standing of motor or other vehicles on common property.

2.3 Access over Common Property

- (a) An owner or occupier of a lot must not, and must not permit a visitor to, use the vehicular access gate fronting onto Hunter Lane to gain general pedestrian access to the buildings in the strata scheme.
- (b) Pedestrians must access the buildings in the strata scheme via the main foyer entrances in George and Burdett Streets and by the pedestrian access gateways in Hunter Lane and Burdett Street.
- (c) In addition to by-law 31 regulating access keys, an owner or occupier of a lot must keep the security key, swipe card or other access device provided by the owners corporation to that owner or occupier to access the car parking areas ("car park access key") safe and secure by, among other things:
 - (i) not giving the car park access key to any other person;
 - (ii) ensuring that no duplicate of the car park access key is made;
 - (iii) not disposing of the car park access key otherwise than by delivering it to the Building Manager or to the purchaser or lessee of the lot or as otherwise instructed by the executive committee or strata managing agent; and
 - (iv) notifying the Building Manager or the strata managing agent

immediately if a car park access key is lost.

- (d) The Building Manager must maintain a register of all car park access keys listing the name of the owner or occupier of the lot, the lot number, an address for service of notices if different from the lot number, the identifying mark or number of the car park access key, the make, model and registration number of the vehicle and the date on which the car park access key is given to the owner or occupier,
- (e) Every owner and- occupier of a lot must advise the Building Manager of the details set out in the previous paragraph within ten (10) business days after taking up residence in the strata scheme to enable the Building Manager to enter those details in the car parking register.
- (f) The Building Manager, strata managing agent or other representative of the owners corporation must not give any car park access key to any person who is not an owner or occupier of a lot unless otherwise authorised by a resolution of the executive committee,
- (g) The executive committee may require a security deposit not exceeding \$100 for each car park access key to be paid by the owner or occupier of a Lot before providing the car park access key. 70% of the security deposit will be refunded to the owner or occupier upon return of the car park access key to the Building Manager, strata managing agent or other applicable representative of the owners corporation. There will be no refund for damaged cards.

2.4 Compliance with this by-law

- (a) Every owner and occupier of a lot in the strata scheme must comply, and ensure that their visitors comply, in all respects with this by-law.
- (b) The Building Manager is authorised to place a warning notice on or about the windscreen of any motor or other vehicle parked or standing on the common property in contravention of this by-law or of any resolution of the executive committee under this bylaw.
- (c) If an owner or occupier of a lot in the strata scheme parks or stands a vehicle on common property in breach of this by-law after being given a warning notice by the Building Manager, that owner or occupier's car park access key may be deactivated without further reference to that owner or occupier.
- (d) If the car park access key of an owner or occupier is deactivated, the security deposit for that car park access key will be forfeited to the owners corporation and that owner or occupier will not be entitled

to have the car park access key reactivated without paying a further security deposit in accordance with this by-law.

2.5 Conflict with By-law 31

- (a) This by-law shall be interpreted in conjunction with and not in derogation of by-law 31.
- (b) If there is any inconsistency between this by-law and by-law 31, this by-law shall prevail to the extent of that inconsistency.

3. OBSTRUCTION OF COMMON PROPERTY

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

4. DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

4.1 An owner or occupier of a lot must not

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

5. DAMAGE TO COMMON PROPERTY

5.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

5.2 An approval given by the owners corporation under by-law 5.1 cannot authorise any additions to the common property.

5.3 This by-law does not prevent an owner or person authorised by an owner from installing:

- (a) any locking or other safety device for protection of the owner's lot against intruders, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

5.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner in accordance with all building and fire regulations and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

5.5 Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law

5.3 that forms part of the common property and that services the lot.

6. BEHAVIOUR OF OWNERS AND OCCUPIERS

6.1 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.

7. CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

7.1 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 or other area of possible danger or hazard to children.

8. BEHAVIOUR OF INVITEES

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

9. DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY

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

**10. DISPLAY OF LAUNDRY ITEMS AND OTHER PERSONAL PROPERTY
(amended 24 June 2008)**

(a) Subject to clause 10(b), an owner or occupier of a lot must not hang any washing, towel, bedding, clothing or other article ("**personal articles**") on any part of the parcel, or on any pole or structure attached to the parcel, in such a way as to be visible from outside the building.

(b) An owner or occupier of a lot may hang personal articles on the balcony, terrace or courtyard of the lot providing that:

(i) the personal articles are hung on a stand or structure that is contained wholly within the balcony, terrace or courtyard of the lot and is not higher than the level of the top of the balustrade of the balcony or terrace; and

(ii) no personal article is draped over the balustrade of the balcony, terrace or courtyard.

- (c) An owner or occupier of a lot must not erect, install or permit to stand any poles, lines or other structures on or over or projecting from the balcony, terrace or courtyard of a lot other than:
 - (i) poles or other structures erected or installed wholly within the balcony; and
 - (ii) the highest point of which must not be above the level of the top of the balustrade of the balcony, terrace or courtyard of the lot.

11. CLEANING, WINDOWS AND DOORS

- 11.1** An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

12. STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

- 12.1** An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

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

13. MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH THE COMMON PROPERTY

- 13.1** An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the 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.

14. FLOOR COVERINGS

- 14.1** 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.

- 14.2** This by-law does not apply to floor space comprising a kitchen, laundry, lavatory, bathroom (or any other area that is either parquetry or tiled at the time of the registration of the strata plan.

15. GARBAGE REMOVAL

- 15.1** An owner or occupier of a lot:
- (a) must maintain 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 adequately covered a receptacle for garbage,

- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained,
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners, corporation and at a time at which garbage is normally collected,
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph 15.1 (a),
- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary, to clean the area within which that thing was spilled.

16. KEEPING OF ANIMALS

- 16.1** An owner or occupier of a lot must not raise, breed or keep dogs, cats, birds, animals, livestock or poultry (collectively "Animals") on its lot without the prior written consent of the owners corporation which consent may be withdrawn in circumstances where the owners corporation reasonably considers the keeping of any such Animal may interfere with the quiet enjoyment of another lot by its owner or occupier.
- 16.2** A lot owner who, when first taking possession of its lot, has an animal which is a pet, may, with the prior written approval of Karimbla Properties Pty Limited or the owners corporation, keep that Animal on its lot but on its death, is not entitled to replace that animal unless consent has been obtained from the owners corporation in accordance with by-law 16.1.
- 16.3** Each lot owner and occupier is absolutely liable to each other lot owner and occupier and their respective guests and invitees, for any unreasonable nuisance, noise or injury to any person or damage to property caused by any Animal brought or kept upon the parcel by the lot owner or occupier or by its invitees.
- 16.4** Each lot owner and occupier is absolutely responsible to clean up after any Animal brought or kept upon the parcel by them or their invitees.

17. APPEARANCE OF LOT (amended 11 September 2009)

- 17.1** The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible, from outside the

lot that, viewed from outside the lot, is not in keeping with the rest of the building. This includes the illumination of a lot to a noticeably higher level than that which exists in the rest of the building.

- 17.2** Consistent with by-law 17.1, the owner or occupier of a lot must not mount or affix to any part of the common property or stand or permit to stand anywhere on the balcony of the lot a microwave antenna dish, television aerial or other like equipment that is visible from outside the lot.

18. NOTICE BOARD

- 18.1** The owners corporation must cause a notice board to be affixed to some part of the common property.

19. CHANGE IN USE OF LOT TO BE NOTIFIED

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

20. PROVISION OF AMENITIES OR SERVICES

- 20.1** The proprietor and the occupier of a lot shall maintain the lot in a clean and tidy condition and free of vermin and, without limiting the generality of this by-law, shall clean the filters of any rangehood installed in the lot of grease, at least every three months.
- 20.2** For the purpose of inspecting the lot, the owners, corporation may by its agents, servants or contractors, enter the lot at any reasonable time, on notice given to any occupier of the lot

21. USE OF LIFTS

- 21.1** The proprietor or occupier of a lot shall not convey nor allow the conveyance in the lift of any push bike or surfboard or other object likely to damage, or dirty the interior of the lift.

22. MAINTENANCE OF BUILDING AND COMMON PROPERTY

- 22.1** The owners corporation in addition to the powers and authorities conferred on it by or under the Strata Titles Act, 1973, the Strata Schemes Management Act 1996 as amended and these by-laws, shall have the power and duty to:
- (a)** replace the enclosure of the lifts every 8 years,
 - (b)** paint the outside of the building on at least one occasion in every period of 7 years,

- (c) replace the carpet in the common property of the building every 7 years,
- (d) repaint the inside of the building every 5 years,
- (e) replace all fittings in the common property of the building every 5 years,
- (f) repaint and refurbish the pool and pool areas every 4 years,
- (g) replace the carpet in the lifts, every 3 years and,
- (h) reseal the concrete driveways every 3 years, and
- (i) overhaul and repair all gymnasium equipment every 2 years
- (j) clean all windows and window frames every 6 months.

22.2 Before performing or appointing any person to perform any inspection of the common property, the owners corporation will, at meeting convened by the executive committee for which 28 days notice has been given obtain a special resolution confirming that the inspection is in the best interests of owners as a whole. Any proxy instrument exercised must expressly state that the proxy is authorised to vote on a matter under this by-law 22.2.

23. POOL (amended 11 September 2009)

- 23.1** In this by-law "the pool" refers to the pool, the spa, the sauna and the pool area, within the parcel.
- 23.2** The proprietor or occupier of a lot shall not use nor allow the use of the pool between 10pm and 6am.
- 23.3** The proprietor or occupier of a lot shall not allow the use of the pool by his invitees except when accompanied by the proprietor or occupier.
- 23.4** An owner or occupier of a lot must ensure that an adult exercising effective control accompanies any children who are in their care when the children are in the pool.
- 23.5** The owners corporation may make rules regarding the pool.
- 23.6** The proprietor or occupier of a lot shall not do any of the following, nor allow them to be done, in the pool:
 - (a) smoking, eating or drinking,
 - (b) consuming alcohol,
 - (c) using bottles or glass,
 - (d) running, jumping or diving,
 - (e) using balls, boogie boards or large inflated objects,

- (f) using soap, bubble bath, or shampoo,
- (g) be inadequately clothed, and
- (h) nude bathing.

23.7 The owners corporation must not and must not allow its agents, servants or contractors or any other person to amend, vary or tamper with the mechanical ventilation and temperature control equipment in respect of the pool ("Pool Plant") other than in accordance with any operating manual or other instructional material provided to the owners corporation by the original owner. The owner's corporation acknowledges that if it breaches this by law:

- (a) any warranties or guarantees given by the manufacturer, builder, installer or maker of the Pool Plant may be rendered void; and
- (b) the original owner will not be liable for any damage (whether to person or property), loss, claim, cost or other liability sustained by the owner's corporation or any other person arising from the Pool Plant being amended, varied or tampered with contrary to any operating manual or other instructional material provided to the owners corporation by the original owner.

23.8 The owner or occupier of a lot may engage the services of a swimming or other instructor to attend at the pool to provide services to that owner or occupier in the pool provided that the owner or occupier's use of the pool with that instructor does not prevent other owners and occupiers from freely using the pool.

23.9 For the avoidance of doubt, an owner, occupier or swimming or other instructor must not:

- (a) close off any area of the pool for the purposes of instruction or training;
- (b) conduct any business of swimming or aerobic training or instruction from the pool or the pool area.

24. AIR CONDITIONING

24.1 The proprietor of a lot shall maintain any air-conditioning facilities or equipment that are within the lot and do not form part of the common property, in a state of good and serviceable repair, and for this purpose shall renew or replace them whenever necessary.

24.2 Without limiting the generality of this by-law, the proprietor shall have any such facilities or equipment regularly serviced by a duly qualified contractor, and the filters of any such facilities or equipment cleaned every

6 months.

24.3 The proprietor of a lot whose air-conditioning facilities or equipment are not within their lot but have been erected on the common property prior to the registration of the Strata Plan or subsequent appurtenant stage strata plan(s) may have the right of exclusive use and enjoyment of that part of the common property necessary for the purpose of erecting and maintaining air conditioning facilities or equipment for the proprietor's lot and for that purpose, those proprietors may pass pipes, wires or other items through common properly walls and floors in order to facilitate the operation of the air conditioning facilities or equipment for the proprietor's lot

24.4 Without limiting by law 24.1 or 24.2, in respect of the air conditioning facilities and equipment under by-law 24.3, the relevant proprietor shall be responsible for:

- (a) proper maintenance and keeping it in a state of good and serviceable repair,
- (b) installation and removal,
- (c) replacement at reasonable intervals or as necessary,
- (d) insurance for property damage, and public liability,
- (e) making good any damage to the common property caused by related items such as pipes, wires, bolts or screws, and
- (f) electricity expenses of operation and all other expenses arising directly or indirectly therefrom.

25. FACILITIES

Any registered proprietor of a lot who is not an occupier of a lot shall not be entitled to use any of the facilities of the owners corporation.

26. COMMERCIAL SIGNS Repealed and replaced 13 July 2009

26.1 On the conditions set out in this by-law the owner for the time being the ("Owner") of any lot comprising a shop facing onto George Street, Burdett Street and/or Hunter Lane (each of which is defined in this by law as the "Lot") shall be entitled to install and keep signage on or adjacent to the Lot provided that:

- (a) one sign may be suspended under the awning in front of the Lot;
- (b) one sign, which may be in addition to the above sign, may be installed in the place of the glass panel above the external entry doorway to the Lot;

- (c) the signage may be illuminated and must advertise the name and/or a description of the business conducted in the Lot to which the signage relates, and only that business;
- (d) the signage must be made of high quality materials reasonably acceptable to the executive committee;
- (e) the style, finish and colour of the signage must, in the reasonable opinion of the executive committee, have an appearance after installation in keeping with the external style and theme of the strata scheme.

26.2 Conditions

(a) Prior to Installing Signage

(i) Prior to installing signage, each Owner must:

A. provide a description of the signage and a copy of any applicable specifications, plans and drawings for the signage to the executive committee;

B. satisfy the executive committee (acting reasonably) that, so far as is reasonably practicable, the materials, in the signage will be of high quality and that the finish of the signage be in keeping with the external style and theme of the strata scheme;

C. provide to the executive committee the written consent of the Owner to complying with and being bound by the provisions of this by-law; and on the basis of the foregoing, obtain the consent of the executive committee (acting reasonably) to the signage being installed.

Prior to installing the signage the Owner must obtain and provide to the executive committee any required approval of Hornsby Council for the installation of the signage.

(b) Installation of Signage

In installing the signage, the Owner must ensure as far as is practicable that:

(i) the installation of the signage is carried out in a good and workmanlike manner by licensed contractors in compliance with any relevant provisions of the Building Code of Australia;

(ii) the signage is installed substantially in accordance with the specifications, description, plan or drawing submitted to the executive committee for approval in accordance with paragraph (2)(a)(i)A of this by-law;

- (iii) reasonable precautions are taken to protect areas outside the Lot from damage by the installation of the signage;
- (iv) all construction materials, equipment, debris and other material associated with the installation of the signage are transported across common property in the manner reasonably directed by the executive committee; and
- (v) the installation of the signage does not interfere with or damage the common property or interfere with or damage the property of any lot owner otherwise than as approved in this by-law and, in the event of any damage being caused, the Owner must take all such steps as are necessary to rectify that damage within a reasonable time after it has occurred.

(c) Completion of Installation of the Signage

On completion of the installation of the signage the relevant Owner must

- (i) ensure that the contractor installing the signage removes from the strata scheme all debris resulting from or associated with the installation of the signage as soon as practicable;
- (ii) if the approval of Hornsby Council is required in order to install the signage, provide the executive committee with a copy of a certificate from Hornsby Council certifying that the installation of the signage complies with any conditions of any requisite approval of Hornsby Council.

26.3 Existing Signage

For the avoidance of doubt, the owner of a lot in which signage is already installed at the date of the adoption of this by-law is granted under this by-law, pursuant to section 52 of the *Strata Schemes Management Act 1996*, a special privilege and exclusive use right to install the signage and keep the signage installed subject to:

- (a) providing to the executive committee the written consent of that owner to this by-law and, in particular, to complying with and being bound by clause (4) of this by-law as if that owner were an Owner; and
- (b) complying with the provisions of this by-law other than those contained in clause (2).

26.4 Other Rights and Obligations

- (a) Each Owner is liable for, and must indemnify the owners

corporation against, any damage caused to any part of the common property as a result of the installation of the signage in respect of that Owner's Lot.

- (b) The installation of the signage must be undertaken at the cost of the Owner of the relevant Lot
- (c) Each Owner is responsible for, and must bear and pay all the costs of, the proper maintenance of the signage installed in respect of that Owner's Lot and must keep that signage in a state of good and serviceable repair and must renew or replace that signage whenever it becomes worn out, damaged or defaced.

26.5 Removal of Unauthorised Signage

The owners corporation may remove any signage installed in or about the common property in breach of this by-law.

27. CONSENT TO USE

27.1 The registered proprietor or occupier of any of the retail or commercial lot may use that lot for any lawful use without the prior consent of the owners corporation provided that all relevant statutory approvals have been obtained.

27.2 The owners corporation must promptly execute and deliver all documents that are reasonably required by a registered proprietor or occupier to give full effect to this by-law 27.

28. CARETAKER

28.1 The owners corporation, may engage a person (the 'caretaker') to have responsibility in relation to the control, management and administration of the common property.

28.2 Any agreement with, a caretaker ('caretaker agreement') may include terms relating to the following:

- (a) caretaking, supervising and servicing the common property to a standard consistent with use of lots in the scheme as high class residential apartments,
- (b) supervising the cleaning, repair, maintenance, renewal or replacement of common property and any personal property vested in the owners corporation,
- (c) providing services to the owners corporation; owners and occupiers including without limitation, the services of a handy person, room cleaning and servicing, food and nonalcoholic drink service,

- (d) providing a letting, property management and sales service,
- (e) supervising owners corporation employees and contractors,
- (f) providing cleaning, pool cleaning and gardening services to the owners corporation,
- (g) supervising the strata scheme generally,
- (h) anything else reasonably necessary (including granting any consent, entering into, any agreement or executing any document) to assist the caretaker perform its duties and exercise its powers in relation to the control, management and administration of the common property.

28.3 The owners corporation may provide, any consent necessary to, or: requested by, the caretaker, including:

- (a) any consent necessary to enable the caretaker to perform the duties described in the caretaker agreement
- (b) consent to the caretaker erecting signs in or about the common property for the purpose of promoting the letting, property management and sales service, of the caretaker,
- (c) consent to the mortgage or other encumbrance of the caretaker's rights and obligations under the caretaker agreement whether required by:
 - (i) the caretaker, or
 - (ii) the caretaker's financier, or
- (d) consent to deferring termination of the caretaker agreement until the caretaker or its financier has had the opportunity to remedy the relevant default

28.4 The owners, corporation may:

- (a) grant any consent given under by-law 28.3 with such conditions as are reasonably requested by the caretaker,
- (b) execute any deed or other document necessary to give effect to a consent granted under by-law 28.3,
- (c) agree to vary the caretaker agreement with the written consent of the caretaker,
- (d) pay the caretaker the remuneration, fees and other consideration specified in the caretaker agreement,
- (e) acknowledge that any caretaker or its financier is relying upon the

owners corporations consent,

- (f) grant the caretaker an exclusive right of use and enjoyment, or special privileges in respect of, the whole or a specified part of the common property ('caretaker's area'), provided that:
 - (i) the caretaker's area is the area specified in a plan:
 - (A) attached to these, by-laws,
 - (B) attached to the caretaker agreement, or
 - (C) executed on behalf of either the owners corporation or executive committee and the caretaker,
 - (ii) the caretaker is responsible, for the maintenance and upkeep of the caretaker's area at its own cost
 - (iii) the owners corporation will pay operating costs in relation to the caretaker area, and
 - (iv) this by-law 28.4(f). may only be varied or repealed with the prior written consent of the caretaker, and
- (g) do anything else reasonably necessary, (including granting any consent, entering into, any agreement or executing any document) to assist the caretaker perform its duties, and exercise its powers in relation to the control, management and administration of the common property.

28.5 The owners corporation may not, without the prior written consent of any current caretaker:

- (a) enter into more than 1 caretaker agreement, or
- (b) vary or repeal this by-law.

28.6 The owner or occupier of a lot must not.

- (a) interfere with or obstruct the caretaker from performing the caretaker's duties under the agreement referred to. in this by-law 28, or
- (b) interfere with or obstruct the caretaker from using any part of the common property designated by the owners corporation for use by the caretaker,

29. LETTING BUSINESSES

29.1 The owner or occupier, of each lot (except a lot owned by the caretaker) must not on any lot or the common property, except with the written consent of the caretaker (or if there is no caretaker then the owners

corporation), conduct or participate in the conduct of:

- (a)** the business of a letting agent, or
- (b)** the business of a pooled rent agency, or
- (c)** the business of on site Caretaker, or
- (d)** any other business activity that is either:
 - (i)** an activity identical or substantially identical with any of the services relating to management, control and administration of the parcel referred to in by-law 28 any agreement, and/or
 - (ii)** an activity identical or substantially identical with any of the services provided owners and occupiers of lots referred to in by-law 28 and/or any agreement
 - (iii)** an activity identical or substantially identical with any of the services relating to the letting of Lots referred to in by-law 28 and/or any agreement

29.2 The owners corporation must not, without the written consent of the Caretaker, vary or revoke this by-law 29.

30. STOREROOM

30.1 Karimbla Properties Pty Ltd ABN15101 852 019 shall have the following rights in respect of the common property storeroom on level 4 as indicated on the strata plan (the "Storeroom") for a period of 3 years from the date of registration of the strata plan:

- (a)** a right of exclusive use and enjoyment of the Storeroom, and
- (b)** the right to store materials necessary for maintenance works to the common property and units within the building in the Storeroom

30.2 Karimbla Properties Pty Ltd is responsible for the maintenance and upkeep of the Storeroom.

31. ACCESS KEY

31.1 If the owners corporation restricts access to parts of the common property, the owners corporation may give an owner or occupier of a lot an "access key"- The owners corporation may charge an owner of a lot a (\$50) bond for extra or replacement access keys. This bond is refunded to the owner on return of the access key.

31.2 The owner or occupier of a lot must:

- (a)** take all reasonable steps not to lose access keys,

- (b) return all access keys to the owners corporation if they are not needed or if any occupier of a lot vacates the building,
- (c) notify the strata manager immediately if an access key is lost.

31.3 An owner of a lot that leases or licenses their lot must notify the owners corporation in writing of the name or names of the occupiers of the lot to whom an access key has been issued and must include a requirement in the lease or licence that the occupier of the lot must return the access keys to the owners corporation when they move out of the building.

31.4 An owner or occupier of a lot must not:

- (a) copy an access key
- (b) give access keys

31.5 Access keys belong to the owners corporation.

32. BALCONIES

32.1 An owner or occupier may keep, planter boxes, pot plants, occasional furniture and outdoor recreational equipment on the balcony or terrace of their lot, but only if:

- (a) it will not cause damage, or is not likely to cause damage, or
- (b) it is not dangerous, a nuisance or a hazard.

32.2 The owners corporation may require an owner or occupier, at its expense, to remove items from the balcony or terrace if the appearance, of the lot is not keeping with the rest of the building.

32.3 If there are planter boxes on within a terrace or balcony of a lot, the owner or occupier must:

- (a) properly maintain the soil and plants in the planter boxes, and
- (b) when watering the plants or planter box, make sure that no water enters common property or another lot.

33. ENCLOSED BALCONIES

33.1 The owner or occupier of a lot must not, without the consent of the owners corporation place any curtains, vertical blinds, or adhesive tinting on any enclosed balcony within the lot.

34. BUILDING SAFETY

34.1 A registered owner or an occupier of a lot must not do or permit anything which may prejudice the security or safety of the building and, in particular must 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.

35. COMMERCIAL WASTE (amended 26 July 2010)

- 35.1** The owners and occupiers of commercial and retail lots must ensure that all garbage and other refuse emanating from their respective lots is deposited in the commercial garbage bins provided for their use.
- 35.2** The owners and occupiers of retail lots must access the commercial Garbage Room as follows:
- (a)** for retail lots fronting onto Burdett Street and Hunter Lane, via the Hunter Lane pedestrian gateway or the pedestrian access way off Burdett Street adjacent to lot 133 (Shop 514); and
 - (b)** for retail lots fronting onto George Street, via George Street and the access way on the northern side of the building and the Hunter Lane pedestrian gateway, and not via the internal foyers and corridors of the building.
- 35.3** The owners and occupiers of all commercial and retail lots must ensure that all cardboard boxes are flattened before being deposited in the relevant garbage receptacle.
- 35.4** The owners and occupiers of all commercial and retail lots must deposit all cardboard (suitably flattened) in the garbage receptacle designated for the disposal of cardboard and must deposit all other waste in the receptacle designated for the disposal of that waste.

36. GOVERNMENT CHARGES

- 36.1** Should any Government authority impose any rate, tax, charge or levy on the collection of commercial or retail waste, the owners and/or occupiers of the commercial and retail lots shall be responsible, for the payment of such contributions.

37. INTERPRETATION

- 37.1** In these by-laws:
- (a)** a singular word includes the plural and vice versa,
 - (b)** a word which suggests one gender includes the other genders, and
 - (c)** if a word is defined, another part of speech has a corresponding meaning.
- 37.2** Where the law requires any by-law to be included in these by-laws, it is included to the extent necessary to comply with that law.
- 37.3** To the extent that any by-law is inconsistent with any law it is invalid.

38. Repealed 4 February 2008 and deleted

39. MAINTENANCE CONTRACTS

39.1 The owners corporation is responsible for the maintenance of the building, including the common property and it must enter into maintenance and service contracts relating to the maintenance of the building ("service contracts**") with specialist consultants or contractors.

39.2 Without limiting by law 39.1»the owners corporation must maintain at all times current service contracts in respect of:

- (a) mechanical ventilation;
- (b) Air conditioning;
- (c) hydraulics;
- (d) lifts;
- (e) fire safety services; and
- (f) essential services in the building.

39.3 The owners corporation must ensure mat the building is regularly inspected, serviced and repaired by specialist consultants or contractors,, under service contracts, at intervals considered necessary or prudent by those specialists.

39.4 For a period of 7 years from the. date, the Strata Scheme is established, the Owners Corporation must upon request by Karimbla Construction Services Pry Ltd ("Blinder**") or Karimbla Properties Pty Ltd ("the Developer"):

- (a) provide copies of the service contracts;
- (b) provide evidence of the payments made *by* the owners corporation to the specialist consultants or contractors, under the service contracts; and
- (c) provide evidence of compliance by the owners corporation of by law 39.3;

39.5 For a period of 7 years from the date the Strata Scheme is established, the owners corporation must

- (a) keep the Builder promptly informed of any defects in the building; and
- (b) not engage any consultant or contractor to investigate or undertake any rectification of defective building work within the building unless the owners corporation has first provided details of the defects to the Builder and requested the Builder to rectify

the defects, and the Builder has refused or failed to rectify the same within a reasonable time.

40. OVERCROWDING

40.1 An owner of a lot must not and an occupier of a lot must not, allow the number of persons who sleep overnight in the lot to exceed the number obtained in accordance with the following formula

$$M = 2 \times B$$

Where:

M is the maximum number of people permitted to sleep overnight in the lot inclusive of the owner of a lot or occupier of a lot (as the case maybe); and

B is the number of bedrooms in the lot

40.2 An owner of a lot must include in any lease or licence or other document which grants rights of occupation to the lot ("tenancy agreement*"), a clause in the tenancy agreement which has the effect of this bylaw.

40.3 By-law 40.1 does not apply to an owner of a lot who actually occupies the lot and the owner's immediate family, being the owner's partner and children.

41. SECURITY

The owners corporation must engage security personnel to patrol and keep secure the common property outside the usual business, hours of the caretaker appointed under by-law 28.

42. ANNUAL CERTIFICATION

At each Annual General Meeting the Owners Corporation shall vote, to confirm the engagement of a suitably qualified contractor(s) to undertake:

1. fire protection maintenance and annual certification;
2. lift maintenance and annual certification;
3. air-conditioning maintenance, and annual certification.

43. LEVEL 5 SHOPS AND KITCHEN EXHAUSTS

43.1 The owner of a shop in the building or the lessee or occupier of such a shop, must at the time of installation or as directed by Council for any individual mechanical exhaust system that exhausts objectionable discharge >1000L/s, supply and install at that person's own expense, an approved grease and odour arrestor to reduce the concentration of contaminants as required in AS1668.2"

44. LEVEL 5 TERRACE AREA

- 44.1** Notwithstanding by law 32, the owners or occupier of a shop in the building with a terrace area:
- (a)** Must be responsible for keeping the terrace area clean and tidy; and
 - (b)** Must not, without the consent of the owners corporation, place any items in the terrace area.

**Special By
Law 1**

Repealed By Law 38 – 6 December 2007

**Special By
Law 2**

AUTHORISATION OF BUILDING WORKS IN LOT 133

SP2.1 Grant of Special Privilege and Exclusive Use Rights

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "Owner") of Lot 133 in Strata Plan 78478, being a subsidiary strata plan within Strata Plan 78122, (the "Lot") shall have a special privilege in respect of the common property to carry out building works in the Lot and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

- (a)** the construction and maintenance of three toilets within the Lot and connection of same to the common property services;
- (b)** installation of a new timber door in the north facing wall;
- (c)** relocation of the ventilation ducting from Building 1 to Building 2 to service the Lot and connection of same to the common property ventilation ducting where required;
- (d)** removal of ceiling tiles in suspended ceiling and replacement with a solid Gyprock suspended ceiling;
- (e)** making good all waterproof membrane affected by the above works,

As depicted in the plans drawn by Gus Fares Architects dated 15/4/07 with all amendments up to 17/10/2008 tabled at the general meeting of the owners corporation at which this by-law is adopted and appended to the minutes of that meeting ("Plans"), all of which building works are referred to in this by-law as the "Works".

SP2.2 Conditions

- (a)** Prior to Undertaking Works

Prior to undertaking Works the Owner must obtain and provide to the owners corporation:

- (i) The certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the owners corporation for:
 - A. Contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$5,000,000;
 - B. Any insurance required in respect of the Works under Section 92 of the Home Building Act 1989; and
 - C. Workers' compensation in accordance with applicable legislation;
- (ii) Any required approval of Hornsby Shire Council for the performance of works including, without limitation, a construction certificate in respect of the Works;
- (iii) The opinion of a structural engineer (reasonably acceptable to the Owners Corporation) to the effect that if the Works are carried out in a good and workmanlike manner substantially in accordance with the Plans, the Works will not adversely affect the structural integrity of the building or any part thereof.

(b) Performance of Works

In carrying out the Works, the Owner (which in this clause includes any contractor involved in the performance of the Works on behalf of the Owner) must:

- (i) Ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian Standards in such a way as to minimize disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (ii) Carry out the Works substantially in accordance with the Plans and as approved by the Hornsby Shire Council.
- (iii) Not materially amend or vary the Plans without the approval in writing of the Owners Corporation and, if required, Hornsby Shire Council;

- (iv) Take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;
- (v) Transport all construction material, equipment, debris and other materials associated with the Work over common property in the manner reasonably directed by the owners corporation;
- (vi) Keep all areas of the building outside the Lot affected by the Works clean and tidy throughout the performance of the Works are performed wholly within the Lot and remove all debris from the building resulting from the Works as soon as practicable;
- (vii) Only perform the Works at the times provided for in the consent conditions of Hornsby Shire Council
- (viii) Ensure that the Works so not interfere with or damage the common property or the property of any other lot owner otherwise than as approved in this by-law;
- (ix) Make good any damage caused by the Owner on the performance of the Works within a reasonable period after that damage occurs.

SP2.3 Liability, Indemnity and Other Obligations

- (a) The Owner is liable for any damage caused to any part of the common property as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (b) The Owner must indemnify the owners corporation against any loss or damage, cost, charge or expense incurred or sustained by the owners corporation as a result of or arising out of the Works or the performance thereof.
- (c) The Owner must, at the cost of the Owner, maintain the alterations and additions installed in the course of the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

SP2.4 Costs

- (a) The Works must be undertaken at the cost of the Owner.
- (b) The Owner must pay the reasonable costs of the owners corporation in preparing, making and registering this by-law.

SP2.5 Right to Remedy Default

If the Owner fails to comply with any obligations under this by-law, then the

owners corporation may:

- (a) Carry out all work necessary to perform that obligation;
- (b) Enter upon any part of the Lot to carry out the work;
- (c) Recover the costs of carrying out that work from the owner and the Owner shall indemnify the owners corporation against any legal action or liability flowing from the action of the owners corporation pursuant to this clause.

Special By Law 3 Repeal and Replacement of By Law 2 – 13 July 2009

Special By Law 4 Amendment of By Law 17 by the addition of By Law 17.2– 13 July 2009

Special By Law 5 Amendment of By Law 23– 13 July 2009

Special By Law 6 Repeal and Replacement of By Law 26– 13 July 2009

Special By Law 7 SMOKING – 13 July 2009

SP7.1 The owner or occupier of a lot must not, and must procure that every visitor or visitors to their lot does not, smoke anywhere on common property including, without limitation, in the car parking areas, lobbies, fire stairs, pedestrian access ways and driveway ramps.

SP7.2 The owner or occupier of a lot must not, and must procure that every visitor or visitors to their lot does not, deposit cigarette butts or other refuse anywhere on common property other than in a designated garbage receptacle.

SP7.3 The owner or occupier of a lot must not, and must procure that every visitor or visitors to their lot does not:

- (a) throw cigarette butts, cigarette ash or any other refuse from, or allow any such item to fall from, the balcony of the lot;
- (b) smoke on the balcony of, or elsewhere in, the lot in such a way that cigarette smoke is dispersed beyond the limits of the lot.

Special By Law 8 Amendment of By Law 35.

Special By Law 9 ELECTRONIC DELIVERY OF NOTICES (Special by-law 9 added 6 July 2011)

SP9.1 Electronic Delivery of Notices A document or notice may be served by the

Owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.