

YOUR BY-LAWS HERE

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By-Law 1

Noise

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. 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.

By-Law 2

Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owner's corporation.

By-Law 3

Obstruction of common property

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

By-Law 4

Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

By-Law 5

Damage to common property

1. An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owner's corporation.
2. An approval given by the owner's corporation under subclause (1) cannot authorise any additions to the common property.
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.
4. 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.
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 subclause (3) that forms part of the common property and that services the lot.

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By-Law 6 **Behaviour of owners and occupiers**

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.

By-Law 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 or other area of possible danger or hazard to children.

By-Law 8 **Behavior of invitees**

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.

By-Law 9 **Depositing rubbish and other material on common property**

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.

By-Law 10 **Drying of laundry items**

An owner or occupier of a lot must not, except with the consent in writing 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 outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

By-Law 11 **Cleaning windows and doors**

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.

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By-Law 12

Storage of inflammable liquids and other substances and materials

1. An owner or occupier of a lot must not, except with the approval in writing of the owner's corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
2. This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

By-Law 14

Floor coverings

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

By-Law 15

Garbage disposal

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 owner's corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- 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, and
- c. for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owner's corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- d. when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a),
- e. must not place anything 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.

By-Law 17

Appearance of lot

1. The owner or occupier of a lot must not, without the written consent of the owner's corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
2. 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.

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By-Law 18 **Notice board**

An owner's corporation must cause a notice-board to be affixed to some part of the common property.

By-Law 19 **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).

By-Law 21 **Moving furniture**

21.1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless:

- a. at least 72 hours written notice has first been given to the Strata Committee or a person nominated by the Strata committee so as to enable the Strata committee to arrange for its nominee to be present at the time when the owner or occupier does so, and
- b. a bond in the sum of \$1000.00, or such other amount as may be determined from time to time by the owner's corporation, has been paid to the Owner's Corporation by direct deposit to the Strata Trust account through Strata Manager.

21.2 The transportation of any large or heavy furniture or large or bulky object or domestic white goods through or on common property within the building must only occur between the hours of 7.30 am - 4.00 pm on Monday to Friday and between 9.00 am-4.00 pm on Saturday, Sunday and public holidays or during such other times as the Owners' Corporation may resolve to permit, so as to enable the Strata Committee to arrange for its nominee to be present at the time when the owner or occupier does so.

21.3 Any large or heavy furniture or large or bulky object or domestic white goods must only be transported into the building and delivered to a lot or any part of the common property via the eastern concrete stairwell (which is to the left of the entry door when entering the building) and not via any lift. If the lift is to be used for the transporting of boxes or any other item, other than furniture or large objects, then the protective blue curtains must be hung in the lift. The lift curtains are to be found in the cupboard on the right-hand side of the main entry doorway, and must be replaced there as soon as the lift no longer required.

21.4 The Owners' Corporation may use the bond paid by the owner or occupier, or any part of it, to pay the costs incurred by the Owners' Corporation:

- a. in having the nominee of the Strata Committee present at the time when the owner or occupier transports any heavy furniture or large or bulky object or any domestic white goods through or on common property within the building,
- b. in repairing or making good any damage caused to the common property during the transportation, or
- c. in cleaning the common property as a result of the transportation, and

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d. arising out of any breach of this By-law by the owner or occupier; and the owners and occupiers' consent to the owner's corporation using the bond, or any part of it, for any of these purposes.

21.5 The Owners' Corporation must refund the bond, or the balance of it, to the owner or occupier who paid it as soon as:

- a. it is satisfied that the common property through which the relevant furniture or large or bulky object or domestic white goods was transported has not been damaged or left unclean as a result of the transportation, or
- b. any such damage or uncleanliness has been made good or cleaned.

21.6 The Owners' Corporation may recover from an owner or occupier as a debt any costs the Owners' Corporation incurs arising out of or as a result of any breach of this by-law by the owner or occupier including (without limitation) costs due to the owner or occupier's failure to give at least 72 hours' prior notice of his or her intention to transport any furniture or large or bulky object or any domestic white goods through or on common property within the building or use of the lift to transport any furniture or large object or failure to install the protective lift curtains in the lift when transporting boxes or any other items, other than heavy furniture or large or bulky objects or domestic white goods.

21.7 In the case of an owner, the Owners' Corporation may record any costs which it is entitled to recover from the owner as a debt on levy notices sent to the owner, the levy register for the owner's lot and in certificates issues in respect of that lot under section 184 of the Strata Schemes Management Act 2015.

By-Law 22

Service of documents on owner of lot by owner's corporation

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

Special By-Law 1

Renovations

1. Introduction

1.1 This by-law sets out the rules you must follow if you intend to carry out renovations to your apartment or a common area in the building.

1.2 You must comply with this by-law.

1.3 If you do not comply with this by-law the owner's corporation may take action against you. This may result in your renovations being removed or a penalty being imposed on you.

2. Definitions & Interpretation

In this by-law:

"apartment" means a lot in the strata scheme,

"building" means the apartment building situated in the strata scheme, "common area" means the common property in the strata scheme,

"renovations" means any work involved in the making of alterations or additions to an apartment or a common area, or both, including, but not limited to:

- the refurbishment or fit out of part of an apartment such as a kitchen or bathroom,

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- including the replacement of fixtures and fittings such as cabinetry,
- the alteration or demolition of a structural wall or vertical structural member within the building,
- the replacement of floor tiles or the installation of a new floor in an apartment, or
- the replacement of a window or door on the boundary of an apartment,

but excluding minor works such as the replacement of carpet in an apartment, the painting of an apartment or the hanging of pictures or art works on the walls of an apartment,
"Strata scheme" means the strata scheme based on Strata Plan No. and
"you" means an owner of an apartment and includes your successors in title.

3. Renovations Approval Process

3.1 Renovations Require Approval

You must not carry out, or permit anyone else to carry out, renovations without the prior written approval of the owner's corporation.

3.2 The Approval Process

3.2.1 If you wish to carry out renovations you must make an application to the owner's corporation in order to seek its approval for the renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owner's corporation or, if there is no strata managing agent, to the secretary of the owners corporation, and it must contain:

- a. Your name, address and telephone number,
- b. Your apartment and lot number,
- c. A description of the renovations, including scope of works and estimated cost,
- d. Drawings, plans and specifications for the renovations, and
- e. Your written consent to this by-law.

3.2.3 The owner's corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.4 The owner's corporation may:

- a. approve your application either with or without conditions, or
- b. refuse to approve your application (but it must not act unreasonably when doing so).

3.2.5 You must comply with any conditions which the owner's corporation issues as part of its approval and the conditions contained in this by-law.

4. Conditions for Renovations

4.1 Before the Renovations

4.1.1 Before commencing the renovations, you must:

- a. Prior Notice give the owners corporation at least 7 days' notice,
- b. Local Council Approval if required by law, obtain the approval of the Local Council for the renovations and a construction certificate for the renovations, and give copies of them to the owner's corporation,
- c. Contractor's Licence and Insurance Details

give the owners corporation a copy of a certificate or other document demonstrating that the principal contractor who will carry out the renovations holds a current:

- i. licence,

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- ii. all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
- iii. workers compensation insurance policy, and
- iv. home warranty insurance policy under the Home Building Act 1989 for the renovations (if required by law),

d. Engineer's Report

give the owners corporation a report from a structural engineer addressed to the owner's corporation certifying that the renovations will not affect the structural integrity of the building or any part of it (if the renovations may have an impact on the structural integrity of any part of the building), and

e. Dilapidation Report

give the owners corporation a dilapidation report which must include photographs prepared by a qualified building consultant (or by you, with the owner's corporation's consent) with respect to the condition of the common areas and apartments on the same level of the building as your apartment and (if required by the owner's corporation) the common areas and apartments on the levels of the building immediately above and below your apartment.

f. Payment of bond

where required by the owner's corporation, pay a bond to the owner's corporation in an amount reasonably determined by the Owners Corporation and notified to you (which amount may not exceed \$5,000.00), to be held by the owner's corporation in accordance with the conditions of this by-law (especially clause 4.5). The bond shall be paid to the Strata Managing Agent or, if there is no Strata Managing Agent, to the secretary of the Owners Corporation.

4.1.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the renovations and if you have already begun the renovations, you must immediately stop them.

4.2 During the Renovations

During the renovations you must:

a. Standard of Workmanship

ensure the renovations are carried out in a proper and workman like manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

b. Time for Completion of Renovations

make sure the renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

c. Appearance of Renovations

ensure the renovations are carried out and completed in a manner which is in keeping with the rest of the building,

d. Quality of Renovations

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make certain the renovations are built in accordance with any specifications for them and that the renovations comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

e. Variation to Renovations

not vary the renovations without obtaining the prior written approval of the owners corporation,

f. Supervision of Renovations

ensure that the renovations are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

g. Noise During Renovations

ensure the renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

h. Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation,

i. Debris

ensure that any debris is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

j. Storage of Building Materials on Common Areas

make sure that no building materials are stored in a common area,

k. Protection of Building

- i. protect all areas of the building outside your apartment which are affected by the renovations (including the lift) from damage, the entry of water or rain and from dirt, dust and debris relating to the renovations and ensure that all common areas, especially the walls, floors and carpets, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,
- ii. keep all areas of the building affected by the renovations structurally sound during the renovations,
- iii. make sure that any holes or penetrations made during the renovations are adequately sealed and waterproofed,

l. Daily Cleaning

clean any part of the common areas affected by the renovations on a daily basis and keep all of those common areas clean, neat and tidy during the renovations,

m. Times for Renovations

ensure that the renovations are only carried out between 8.00am - 4.00pm Monday-

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Friday (excluding public holidays),

n. Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 8.00am - 4.00pm Monday-Friday and that 24 hours' notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

o. Interruption to Services

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 48 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

p. Vehicles

ensure that no contractor's vehicles obstruct the common areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

q. Costs of Renovations

pay all costs associated with the renovations, and

r. Access for Owners Corporation Engineer

give any engineer or other contractor nominated by the owners corporation access to your apartment for the purpose of inspecting or supervising the renovations or preparing a report in relation to the impact which the renovations may have on the structural integrity of the building.

4.3 After the Renovations

After the renovations have been completed, you must:

a. Notify the Owners Corporation

promptly notify the owners corporation that the renovations have been completed,

b. Obtain Planning Certificates

if required by law, obtain all requisite certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979 approving the renovations and the occupation of your apartment and give copies of them to the owners corporation,

c. Restore the Common Areas

restore all common areas damaged by the renovations as nearly as possible to the state which they were in immediately prior to commencement of the renovations,

d. Provide an Engineer's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the renovations have been completed in a manner that will not affect the structural integrity of

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4.4 Enduring Obligations

You must:

a. Maintenance of Renovations

properly maintain the renovations and keep them in a reasonable state of good and serviceable repair and, when necessary, renew or replace any part of the renovations,

b. Prevent Excessive Noise

ensure that any equipment forming part of the renovations (for example, an air-conditioner) or any fixtures or fittings that are installed during the renovations (for example, a new floor) do not create or transmit any noise that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

c. Repair Damage

repair any damage to another apartment or the common areas caused by the renovations,

d. Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the renovations, the altered state or use of any of the common areas arising from the renovations, or a breach of any condition of this by-law by you,

e. Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the renovations (for example, the conditions of the Local Council's approval for the renovations or fire safety laws).

4.5 Bond

The owners corporation will be entitled to apply any bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- a. repairing any damage caused to the common area or any other lot as a result of your renovations, or
- b. cleaning any part of the common area as a result of your renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that your renovations are complete and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

5.0 Breach of this By-Law

5.1 If you breach any condition of this by-law and fail to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:

- a. rectify the breach,
- b. enter on any part of the building, by its agents, employees or contractors, in accordance with the Strata Schemes Management Act 1996 for the purpose of rectifying the breach,

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- c. recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

5.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

6.0 Approvals

If authorised by law, the executive committee may grant an approval for your renovations under this by-law.

7.0 Exclusive Use or Special Privileges By-Law

7.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 52 or 65A of the Strata Schemes Management Act 1996 for or in relation to your renovations.

7.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your renovations or otherwise, a separate by-law to be made under section 52 or 65A of the Strata Schemes Management Act 1996 to approve your renovations.

Special By-Law 2 Renovations (lot 32)

1. Introduction

This by-law gives the owner of lot 32 special privileges to carry out and retain works on the lot and common property and exclusive use and enjoyment of the common property occupied by the works on certain conditions.

2. Definitions

In this by-law:

"letter" means the letter from Mayfair Design Consultants to North Sydney Council dated 10 July 2014 attached to this by law,

"lot" means lot 32 in Strata Plan No. 15930,

"notes" means the schedules of work and other notes on the plans,

"owner" means the owner for the time being of the lot (being the current owner and all successors),

"plans" means the plans of Mayfair Design Consultants drawing no.'s WS-01, WS-02 & WS-03 attached to this by-law,

"specifications" means the specifications for the works prepared by Mayfair Design Consultants dated May 2014 attached to this by-law, and

"works" means the alterations and additions to the lot and the adjacent common property described in the letter, notes and specifications and described and shown in the plans generally being the:

- removal and construction of new internal walls in the lot and the installation of support beams,
- removal and replacement of the kitchen, laundry and bathroom fit outs in the lot,
- removal and replacement of floor tiles in the entry area, kitchen, laundry and bathroom in the lot,
- installation of new doors in the lot, and
- refurbishment and redecoration of the interior of the lot.

3. Works Authorisation, Special Privileges & Exclusive Use Rights

The owners corporation:

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- a. authorises the works,
- b. confers on the owner special privileges in respect of the common property to be occupied by the works to permit the works to remain on that common property, and
- c. grants the owner a right of exclusive use and enjoyment of the common property to be occupied by the works,

upon and subject to the conditions set out in this by-law.

4. The Conditions

4.1 Before the Works

a. Planning Approvals

Before commencing the works, the owner must obtain and give the owners corporation copies of all planning approvals and certificates from North Sydney Council under the Environmental Planning and Assessment Act 1979 which are required to permit the works to lawfully commence.

b. Insurance Certificates

Before commencing the works, the owner must give the owners corporation a copy of the certificates of currency for the home warranty insurance policy under the Home Building Act 1989 and the all-risk insurance policy of the contractor to be engaged on the works which all-risk policy must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim and note the interests of the owners corporation.

c. Engineer's Certificate

Before commencing the works, the owner must, at the owner's own cost, give the owners corporation a certificate or report from a qualified structural engineer addressed to the owners corporation certifying that the part of the works involving the removal and construction of new internal walls in the lot with the installation of support beams will be structurally adequate and will not affect the structural integrity of the building or any part of it.

d. Dilapidation Report

Before commencing the works, the owner must, at the owner's own cost, give the owners corporation a dilapidation report in respect of all areas of the lot, and any areas of the common property or any other lot reasonably requested by the owners corporation. The dilapidation report must include a photographic record of all of the areas which need to be included in the report.

e. Costs of this By-Law

Before commencing the works, the owner must pay all of the costs of the owners corporation incurred in connection with the preparation, reviewing, passing and registration of this by-law. The owners corporation may refuse to execute any document relating to the registration of this by-law until such time as those costs are paid by the owner.

4.2 During the Works

a. Quality of the Works

The works must be carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

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b. Licensed Contractors

All contractors engaged on the works must be appropriately qualified and licensed and insured under the Home Building Act 1989.

c. Specifications for the Works

The owner must ensure that the works are carried out and completed in accordance with the letter, notes, plans and specifications for them. In all other respects but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the works must comply with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.

d. Time for Completion of the Works

The owner must ensure that the works are done with due diligence and within a reasonable time from the date of commencement.

e. Work Hours

The owner must ensure that the works are only carried out between the hours permitted by North Sydney Council or, if the Council does not prescribe any work times, between 8.00am - 4.00pm on Monday - Friday.

f. Noise and Disturbance

The owner must ensure that minimum disturbance is caused to the common property during the works and that the works do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

g. Transportation of Construction Equipment

The owner must ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation.

h. Debris

The owner must ensure that any debris associated with the works is removed daily and disposed of elsewhere and not placed in the bins or on common property at 1 Waruda Street and otherwise strictly in accordance with any reasonable directions given by the owners corporation.

i. Protection of Building

The owner must protect the common property that is affected by the works from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to the lot, is protected from damage when construction materials, equipment and debris are transported over it.

j. Daily Cleaning

The owner must clean any part of the common property affected by the works on a daily basis and keep all of that common property clean, neat and tidy during the works.

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k. Storage of Building Materials on Common Areas

The owner must make sure that no building materials are stored on the common property.

l. Times for Operation of Noisy Equipment

The owner must make sure that 24 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment such as jack hammers or tile cutters by placing a written notice at the entry attached by Bluetac not tape on or in a conspicuous place near the entrance door to the building.

m. Cost of the works

The owner must pay all costs associated with the works.

4.3 After the Works

a. Completion Notice

Immediately upon completion of the works the owner must notify the owners corporation in writing that the works have been completed.

b. Restoration of Common Property

Within four weeks after completion of the works, the owner must restore all other parts of the common property affected by the works as nearly as possible to the state they were in immediately before the works.

c. Engineer's Certificate

Within four weeks after completion of the works, the owner must, at the owner's own cost, give the owners corporation a certificate or report from a qualified structural engineer addressed to the owners corporation certifying that the part of the works involving the removal and construction of new internal walls in the lot and the installation of support beams is structurally adequate and has not affect the structural integrity of the building or any part of it.

d. Planning Certificates

As soon as practicable after completion of the works, the owner must, at the owner's own cost, give the owners corporation a copy of any certificate or other document that must be issued upon or after completion of the works under Part 4A of the Environmental Planning and Assessment Act 1979 including any necessary occupation certificate or compliance certificate.

4.4 Enduring Obligations

a. Maintenance of the Works

The owner must, at the owner's own cost, properly maintain the works and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the works.

b. Maintenance of the Common Property

The owner must, at the owner's own cost, properly maintain the common property occupied by the works and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.

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c. Repair of Damage

The owner must, at the owner's own cost, make good any damage to the common property or another lot caused as a result of the works no matter when such damage may become evident.

d. Appearance of the Works

Except to the extent that this by-law may otherwise provide, the works must have an appearance which is in keeping with the appearance of the rest of the building.

e. Connection of Utilities

In the event that electricity, water or any other service is connected to the works and the existing service to the lot is separately metered and charged to the account of the owner then the owner must ensure that the new service is installed so as to also be separately metered and charged to the account of the owner.

f. Insurance

The owner must take out insurance in respect of damage to property, death or bodily injury for which the owner could become liable in damages as a result of the works for a cover of not less than \$10,000,000 for each event in respect of which any claim or claims may be made.

g. Indemnity

The owner will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the works, the altered state, condition or use of the common property arising from the works or any breach of this by-law.

h. Compliance with all Laws

The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works (for example, the conditions of complying development certificate no. Z120/14 issued by North Sydney Council in relation to the works).

5. Breach of this By-Law

- a. If the owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:
 - i. rectify that breach,
 - ii. enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the Strata Schemes Management Act 1996 for the purpose of rectifying that breach, and
 - iii. recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.
- b. Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

Special By-Law 3 Keeping of animals

1. Introduction

By-Laws

This by-law sets out rules concerning the keeping of animals in the building. You must comply with this by-law.

2. Definitions

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- a. “Act” means the Strata Schemes Management Act 2015;
- b. “aquarium” means an aquarium not exceeding 200 litres capacity;
- c. “bond” means the sum of \$500 or such other reasonable amount determined from time to time by the owners corporation;
- d. “building” means any building in the strata scheme;
- e. “common property” means the common property in the strata scheme including the common property inside and outside any building;
- f. “dangerous dog” means a dog that is dangerous or menacing within the meaning of the Companion Animals Act 1998 and any regulations made under that Act;
- g. “lot” means a lot in the strata scheme;
- h. “occupier” means an occupier of a lot;
- i. “owner” means an owner of a lot;
- j. “owners corporation” means the owners corporation of the strata scheme;
- k. “regulation” means clause 36A of the Strata Schemes Management Regulation 2016;
- l. “strata committee” means the strata committee of the owners corporation;
- m. “strata scheme” means the strata scheme to which this by-law applies; and
- n. “you” means an owner or occupier.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- a. headings have been inserted for guidance only and do not affect the interpretation of this by-law;
- b. references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
- c. words importing the singular number include the plural and vice versa;
- d. where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- e. any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law;
- f. if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law; and
- g. if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Animals Require Approval

3.1 Subject to section 139(5) of the Act, you must not, without the prior written approval of the owners corporation, keep any animal (except a small caged bird or fish kept in a secure aquarium on a lot) on a lot or the common property.

3.2 Subject to section 139(5) of the Act, you must ensure that your invitees do not bring any animal to your lot or the common property without the prior written approval of the owners corporation.

4. Applying for Approval to Keep Animals

4.1 If you want to keep an animal (except a small caged bird or fish kept in a secure aquarium on a lot) on a lot or the common property, you must make an application in writing to the owners corporation for approval to

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keep the animal on the lot or the common property.

4.2 Your application must be made on any pet application form that has been approved by the owners corporation (such as the form attached to this by-law) and sent to the strata managing agent or, if there is none, to the secretary of the owners corporation.

4.3 Your application must contain:

- a. your name, lot number, address and telephone number;
- b. a description of the animal you wish to keep on the lot or common property including:
 - i. the type and breed of the animal;
 - ii. the size of the animal including its current weight and height and its anticipated weight and height when fully grown;
 - iii. the age of the animal;
 - iv. details of the temperament of the animal;
 - v. (in the case of a cat or dog) details of the registration of the animal with the local council and of any microchipping of the animal;
 - vi. (in the case of a cat or dog) details of all immunisations of the animal;
 - vii. a photograph of the animal;
- c. (in the case of a cat or dog) at least two references concerning the character, temperament and behaviour of the animal provided by another person such as the animal's veterinarian;
- d. (in the case of an application by an occupier who is not an owner) the written consent of the owner of the lot to the application.

4.4 The owners corporation may request that you provide additional information to supplement the information included in your application.

5. Deciding an Application for Approval to Keep Animals

5.1 The owners corporation may:

- a. approve your application for approval to keep an animal on the lot or the common property (with or without conditions); or
- b. withhold its approval of the keeping of the animal on the lot or the common property; but it must not act unreasonably when doing so.

5.2 Without limiting clause 5.1, it will be reasonable for the owners corporation to withhold its approval of the keeping of animal on the lot or the common property if the keeping of the animal will unreasonably interfere with another occupier's use and enjoyment of the occupier's lot or the common property including if the animal is a dangerous dog or any of the circumstances set out in the regulation apply.

5.3 The owners corporation may revoke any approval to keep an animal on the lot or the common property it issues under this by-law in the event that you breach this by-law but it must act reasonably when doing so.

5.4 Without limiting clause 5.3, it will be reasonable for the owners corporation to revoke an approval it issues under this by-law if the keeping of the animal unreasonably interferes with another occupier's use and enjoyment of the occupier's lot or the common property including if the animal is a dangerous dog or any of the circumstances set out in the regulation apply.

5.5 Any approval issued by the owners corporation under this by-law relates to the animal(s) that is the subject of your application for approval and does not relate to, benefit or bind any other animal or any other owner or occupier including your successors.

5.6 Any approval issued by the owners corporation under this by-law will expire on the death of the animal to

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which the approval relates.

6. Rules for Keeping Animals

If you keep or obtain the prior written approval of the owners corporation to keep an animal on a lot, then you must:

- a. (notification) notify the owners corporation that the animal is being kept on the lot and when the animal is no longer kept on the lot;
- b. (bond) before keeping the animal on the lot, pay a bond to the owners corporation;
- c. (location of animal) keep the animal within your lot and ensure that the animal is not kept in and does not remain on the common property other than for the purposes of entering or exiting your lot via that common property;
- d. (animal on common property) carry the animal or ensure that the animal is adequately tethered to a leash when it is on the common property;
- e. (prohibition on tethering) not chain or tether the animal to the common property at any time;
- f. (prohibition on nuisance) ensure that the animal does not cause a nuisance or hazard to or unreasonably disturb or interfere with the use or enjoyment of the owner or occupier of another lot or any person on the common property;
- g. (prevention of damage) ensure that the animal does not cause any damage to any lot or the common property;
- h. (identification of animal) (in the case of a cat or dog) ensure the animal is appropriately identified by a tag attached to a collar on the animal or by other appropriate means and that such identification includes the name of the animal, a telephone number for a contact person for the animal and the number of the lot in which the animal lives;
- i. (registration of animal) (in the case of a cat or dog) ensure the animal remains at all times registered with the local council and microchipped and that its immunisations are kept current;
- j. (care of animal) ensure the animal is properly cared for and (in the case of a cat or dog) regularly groomed and treated for fleas, worms and other parasites;
- k. (cleaning) take such action as may be necessary to immediately clean all areas of the lot or common property that are soiled by the animal;
- l. (disposal of waste) place any faeces of the animal in a bag that is securely wrapped (so as to prevent spills or odours) and placed in a garbage bin;
- m. (maintenance of animal enclosures) properly maintain and keep in a state of good and serviceable repair and, where necessary, renew or replace any enclosure or structure (such as an aquarium or cage) in which you keep the animal;
- n. (preventing spills) not spill water or allow water to leak from any aquarium in which any fish are kept by you;
- o. (indemnity) indemnify the owners corporation against any loss or damage (including costs and expenses) it incurs or suffers or any claims that are made against it arising out of or as a result of the keeping of the animal in your lot, anything done by the animal including any injury or damage caused by the animal or any breach of this by-law by you including any costs the owners corporation incurs cleaning any area of common property that is soiled or made dirty by the animal or repairing any damage to the common property caused by the animal;
- p. (payment) pay to the owners corporation any reasonable amount that is due and payable under the indemnity provided by you under the previous sub-clause of this by-law when requested to by the owners corporation (which amount the owners corporation may recover from you as a debt);
- q. (compliance with approval conditions and laws) comply with any conditions of approval issued by the owners corporation and any laws applicable to the keeping of the animal including the Companion Animals Act 1998.

7. Bond

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The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- a. repairing any damage caused to the common property by your animal; or
 - b. cleaning any part of the common property that is soiled or made dirty by your animal;
- and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation (and it is the case) that the animal is no longer kept in the building.

8. Assistance Animals

If you keep an assistance animal on a lot you must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.

9. Role of Strata Committee

The strata committee may make any decision for and on behalf of the owners corporation under this by-law.

Annexure below

Special By-Law 4

Prohibiting Illegal uses (including unlawful short term accommodation)

1.Introduction

1. This by-law prohibits you from using your unit for an illegal purpose such as for short term accommodation for commercial gain.
2. You must comply with this by-law.
3. If you do not comply with this by-law the owners corporation may take action against you.
4. This may result in an order being made restraining you from using your lot, or allowing your lot to be used, in a manner prohibited by this by-law and a monetary penalty being imposed on you.

2.Definitions

In this by-law:

"Council" means North Sydney Council and any successor;

"LEP" means the North Sydney *Local Environmental Plan 2013* including any amendment of it and any planning instrument replacing it;

"lot" means a lot in the strata scheme;

"permissible short term accommodation" means occupation of a lot, or part of a lot, by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is permissible with the consent of the Council under the LEP;

"prohibited short term accommodation" means occupation of a lot, or part of a lot, by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is prohibited under the LEP;

"strata scheme" means the strata scheme based on Strata Plan No. 15930;

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"unlawful short term accommodation" means "permissible short term accommodation without the consent of the Council and prohibited short term accommodation; and

"you" means an owner, occupier or lessee of a unit.

3.ProhibitingIllegalUses

You must ensure that your lot is not used for any purpose that is prohibited by law or the LEP or that requires approval or authorisation of an authority including the Council or under any law or the LEP without that approval or authorisation.

4.UseofLotsasDomiciles

You must ensure that your lot is only used as a permanent dwelling or domicile unless you are lawfully able to use your lot for another purpose, or you obtain Council approval to use your lot for another purpose, in which case you may use your lot for that other purpose.

5.ProhibitingUnlawful Short TermAccommodation

1. You must not use your lot, or allow your lot to be used, for unlawful short term accommodation.
2. You must take all reasonable steps to ensure that your lot is not used for unlawful short term accommodation.

6.ProhibitingAdvertisingofIllegalUses

You must ensure that your lot is not advertised or promoted including but not limited to on Airbnb, Stayz, HomeAway or Booking.com for any use which is prohibited by this by-law.

7.RestrictiononOccupancyNumbers

You must ensure that your lot is not occupied by more persons than are allowed by law to occupy the lot.

Special By-Law 5 **No smoking**

1. An owner or occupier of a lot must not smoke a cigarette, cigar, pipe or other similar device on any part of the common property, including the common property garden area.
2. An owner or occupier of a lot must not allow any person over whom the owner or occupier has control, including a guest or invitee of the owner or occupier, to smoke a cigarette, cigar, pipe or other similar device on any part of the common property, including the common property garden area.
3. An owner or occupier of a lot, or a person over whom the owner or occupier has control (including a guest or invitee of the owner or occupier) must ensure that smoke caused by the smoking of tobacco or any other substance on a lot does not penetrate to the common property or to any other lot.