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Registered:	Office Use Only	Office Use Only

By-laws

Highforest Apartments – Eucalypt (Building A)

Instrument setting out the details of by-laws to be created upon registration of a strata plan

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

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1. Definitions and interpretation

1.1 Definitions

In these By-laws these terms (in any form) mean:

Act means the *Strata Schemes Management Act 2015* (NSW) as varied, amended or replaced from time to time.

Adaptable Unit Spaces means that part of a Lot which is noted as "ADP" on the Strata Plan being a Car Space designated to be used by persons with impaired mobility.

Air Conditioning System means the air conditioning fan coil units and any air conditioning plant, pipes, wires, cables, ducts, pumps, filters and fans associated with those air conditioning fan coil units including the Condenser Units and any associated meters.

Architectural and Landscape Design Guidelines has the meaning given in the Community Management Statement.

Balcony means that part of a Lot designated as a balcony.

Balcony/Terrace Membrane means that part of the Common Property being the waterproofing membrane attached to the slab of the balcony or terrace forming part of a Lot.

Building means the building on the Land known as 'Grandis' and, for the purposes of the Strata Management Statement, Building C, of which the Strata Scheme forms part.

Building Management Committee means the building management committee established following the registration of the Strata Management Statement as required by the *Strata Schemes Development Act 2015* (NSW), as amended or replaced.

Building Maintenance Program means a maintenance program prepared by a suitably qualified or licenced person for the maintenance of the Building required under section 115 of the Act.

Building Manager has that meaning given to it in the Strata Management Statement.

By-laws means the by-laws set out in this document and any other by-laws adopted by the Owners Corporation from time to time.

Car Space means that part of a Lot designated as a car parking space.

Common Property means the common property comprised in the Strata Plan.

Common Property Rights By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to division 3 in part 7 of the Act.

Community Association means the community association established on registration of the Community Plan.

Community Management Statement means the community management statement registered with the Community Plan.

Community Plan means community plan [insert].

Cosmetic Work includes but is not limited to work for the following purposes:

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- (a) installing or replacing hooks, nails or screws for hanging paintings and other things on walls;
- (b) installing or replacing handrails;
- (c) painting;
- (d) filling minor holes and cracks in internal walls;
- (e) laying carpet;
- (f) installing or replacing built-in wardrobes;
- (g) installing or replacing internal blinds and curtains; and
- (h) any other work prescribed by the regulations for the purposes of the Act.

Council means The Hills Shire Council and its successors.

Developer means Mirvac Projects (Retail and Commercial) Pty Limited ACN 151 466 241 and its successors and assigns.

Development Act means the *Strata Schemes Development Act 2015* (NSW).

Easements means any easements, restrictions on use or positive covenants which burden or benefit the Common Property.

Electric Vehicle Charger Infrastructure means the lead-in cabling, load managing systems and other infrastructure connected to the EV distribution board to enable easy future installation of an Electric Vehicle Charging Station to a Lot .

Electric Vehicle Charging Station means an electric vehicle charger to charge electric vehicles installed in the Car Space of an EV Lot.

Embedded Network means an embedded network that enables the supply of the Embedded Services to the Lots and the Common Property.

Embedded Network Infrastructure Owner means the owner of the infrastructure related to an Embedded Network.

Embedded Network Operator means the operator of an Embedded Network which may be [INSERT] ACN [INSERT] or another operator.

Embedded Network Parties means the Embedded Network Infrastructure Owner, the Embedded Network Operator, an associate of [INSERT], and/or a third party.

Embedded Services includes hot water and any other services associated with an Embedded Network.

Environmental Planning Instrument has the meaning given to 'Environmental Planning Instrument' in the *Environmental Planning and Assessment Act 1979* (NSW).

EV Lot means a Lot that is EV Ready.

EV Operator means the operator of the Electric Vehicle Charging Stations which will be [INSERT] ACN [INSERT] or another operator appointed by the Developer or the Owners Corporation from time to time.

EV Ready means a Lot that contains the Electric Vehicle Charger Infrastructure.

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Excluded Dog means:

- (a) a pit bull terrier;
- (b) an American pit bull terrier;
- (c) a dogo argentine;
- (d) a fila brasileiro;
- (e) a Japanese tosa;
- (f) any dog prohibited from importation into Australia by the Australian Government; and
- (g) an unregistered or dangerous dog under the *Companion Animals Act 1998* (NSW).

Furniture and Fittings means any personal property belonging to the Owners Corporation that is to be used in connection with the Building.

Garbage Room means the Common Property garbage room for the Building located on basement level 3 of the Building.

Government Agency means any government or any governmental or semi-governmental administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity or state owned corporation.

Initial Period has the meaning given to 'initial period' in the Act.

Initial Period Restrictions means the restrictions on the powers of owners corporations pursuant to section 26 of the Act.

Land means the land contained in certificate of title folio identifier [insert].

Law includes:

- (a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
- (b) a requirement, notice, order, consent or direction received from or given by a statutory, public or other competent Government Agency.

Loading Dock has the meaning given in the Strata Management Statement.

Loading Dock Easement means the Easement to Access and Use Loading Dock & Associated Facilities ([insert]) numbered [insert] in the s88B instrument lodged together with the Precinct Plan.

Loading Dock Management Plan has that meaning given to that term in the Strata Management Statement.

Lot means a lot in the Strata Plan.

Minor Renovation Work includes but is not limited to work for the purposes of the following:

- (a) renovating a kitchen;
- (b) changing recessed light fittings;
- (c) installing or replacing wood or other hard floors;
- (d) installing or replacing wiring or cabling or power or access points;

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(e) work involving reconfiguring walls; and

(f) any other work prescribed by the regulations for the purposes of the Act.

Occupier means any lessee, sublessee, licensee, sublicensee, occupier or mortgagee in possession of a Lot in the Strata Plan.

Other Works means any works that are not Cosmetic Work or Minor Renovation Work.

Owner means the owner for the time being of any Lot in the Strata Plan.

Owners Corporation means the owners corporation constituted upon registration of the Strata Plan.

Owners Corporation Manual means a manual comprising of rules and directions in respect of garbage disposal and other matters prepared by the Developer and provided to the Owners Corporation, as amended from time to time.

Permitted Person means a person on the Land with the express or implied consent of an Owner or Occupier.

Precinct Association means the precinct association established on registration of the Precinct Plan.

Precinct Management Statement means the precinct management statement registered with the Precinct Plan.

Precinct Plan means deposited plan [INSERT].

Rules means rules made by the Owners Corporation according to By-law 2.5.

Representative means a natural person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee, Community Association and Precinct Association (as applicable).

Screens means any fly screens or other external screen or door which is attached to windows or doors.

Security Keys means the keys, magnetic card or other device or information used in the Strata Scheme to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

Shared Facility has that meaning given to that term in the Strata Management Statement.

Short-Term Rental Accommodation has that meaning given to it under section 54A of the *Fair Trading Act 1987* (NSW), as may be modified from time to time.

Strata Committee means the strata committee of the Owners Corporation.

Strata Management Statement means the strata management statement registered with the Strata Plan.

Strata Parcel means Lot 3 in the Precinct Plan.

Strata Plan means strata plan SP[Insert].

Strata Scheme means the strata scheme established on the registration of the Strata Plan.

Substitute Representative means a natural person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings with the Building Management

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Committee, Community Association and Precinct Association (as applicable) if its Representative cannot attend.

Terrace means that part of a Lot designated as a terrace.

1.2 Interpretation

In these By-laws, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of the By-laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other owners corporation and any Government Agency;
- (e) a reference to a person includes reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;
- (f) a reference to any thing includes a part of that thing; and
- (g) a reference to any statute, regulation, proclamation, ordinance or clause includes all statutes, regulations, proclamations, ordinances or clauses varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and clauses issued under that statute.

1.3 Notices

- (a) Any notice, demand, approval, request or communication under this instrument must be in writing.
- (b) For the avoidance of doubt, the Owners Corporation may serve notices under this instrument or under the Act (to the extent permitted by the Act) by email or other electronic means of communication.

2. Laws and Instruments

2.1 Binding Nature

These By-laws set out the rules of the Strata Scheme and bind:

- (a) Owners;
- (b) Occupiers;
- (c) the Owners Corporation;
- (d) Permitted Persons; and
- (e) mortgagees in possession of a Lot.

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2.2 Community Management Statement

- (a) These By-laws should be read in conjunction with the by-laws contained in the Community Management Statement.
- (b) Each Owner, Occupier and the Owners Corporation must perform and observe the provisions of the Community Management Statement.
- (c) If there is any matter or thing that is authorised by these By-laws but is restricted, either entirely or to an extent, by the by-laws contained in the Community Management Statement, then the by-laws contained in the Community Management Statement shall prevail over these By-laws to the extent of the inconsistency.
- (d) A breach of the by-laws contained in the Community Management Statement by an Owner or Occupier amounts to a breach of these By-laws by that Owner or Occupier.
- (e) A consent under these By-laws does not relieve any Owner, Occupier or the Owners Corporation from obtaining consents under the Community Management Statement.

2.3 Precinct Management Statement

- (a) These By-laws should be read in conjunction with the Precinct Management Statement.
- (b) Each Owner, Occupier and the Owners Corporation must perform and observe the provisions of the Precinct Management Statement.
- (c) If there is any matter or thing that is authorised by these By-laws but is restricted, either entirely or to an extent, by the Precinct Management Statement, then the Precinct Management Statement shall prevail over these By-Laws to the extent of the inconsistency.
- (d) A breach of the Precinct Management Statement by an Owner or Occupier amounts to a breach of these By-laws by that Owner or Occupier.
- (e) A consent under these By-laws does not relieve any Owner, Occupier or the Owners Corporation from obtaining consents under the Precinct Management Statement.

2.4 Precinct Association

- (a) The Owners Corporation is a member of the Precinct Association.
- (b) The Strata Committee, in respect of the Precinct Association:
 - (i) must appoint a Representative and Substitute Representative for the Owners Corporation from one or more of the members of the Strata Committee; and
 - (ii) may terminate the appointment of a Representative or Substitute Representative at any time within the definitions of Representative and Substitute Representative.

2.5 Strata Management Statement

- (a) These By-laws should be read in conjunction with the Strata Management Statement.
- (b) Each Owner, Occupier and the Owners Corporation must perform and observe the provisions of the Strata Management Statement including the building architectural code forming part of the Strata Management Statement.

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- (c) If there is any matter or thing that is authorised by these By-laws but is restricted, either entirely or to an extent, by the Strata Management Statement, then the Strata Management Statement shall prevail over these By-Laws to the extent of the inconsistency.
- (d) A breach of the Strata Management Statement by an Owner or Occupier amounts to a breach of these By-laws by that Owner or Occupier.
- (e) A consent under these By-laws does not relieve any Owner, Occupier or the Owners Corporation from obtaining consents under the Strata Management Statement.

2.6 Building Management Committee

- (a) The Owners Corporation is a member of the Building Management Committee.
- (b) The Strata Committee, in respect of the Building Management Committee:
 - (i) must appoint a Representative and Substitute Representative for the Owners Corporation from one or more of the members of the Strata Committee; and
 - (ii) may terminate the appointment of a Representative or Substitute Representative any time.

2.7 Inconsistency

If there is any conflict, difference or inconsistency between any of the Community Management Statement, Precinct Management Statement, Strata Management Statement and By-laws, the documents will be read in the following order of priority:

- (a) Community Management Statement;
- (b) Precinct Management Statement;
- (c) Strata Management Statement; and
- (d) By-laws.

2.8 Rules

- (a) The Owners Corporation may from time to time make Rules (or add to or change those Rules) about the security, control, management, operation, use and enjoyment of Lots and Common Property in the Strata Scheme.
- (b) The Rules must be consistent with these By-laws, the Community Management Statement, Precinct Management Statement, Strata Management Statement and the Easements.
- (c) The Rules bind Owners, Occupiers, Permitted Persons and a mortgagee in possession of a Lot.
- (d) If a Rule is inconsistent with these By-laws, the Community Management Statement, the Precinct Management Statement, the Strata Management Statement, the Easements or the requirements of a Government Agency, the By-laws, the Community Management Statement, Precinct Management Statement, the Strata Management Statement, the Easements or the requirements of the Government Agency (as applicable) prevail to the extent of the inconsistency.

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- (e) The Owners Corporation must at all times act in good faith and in a way that is consistent with the operation of the Strata Scheme.

2.9 Compliance with these By-laws

- (a) Each Owner must provide an Occupier with a copy of these By-laws.
- (b) Each Owner and Occupier must, at their own expense and in a timely fashion, perform and observe these By-laws and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the Strata Scheme.

2.10 Compliance with Laws

Each Owner and Occupier must perform and observe all Laws relating to their Lot including without limitation any requirement, notices and orders of any Government Agency.

2.11 Covenants and Easements

Each Owner and Occupier must perform and observe the provisions of any covenant, easement or right of way affecting their Lot or the Common Property.

2.12 Levies

Each Owner must pay all levies and other amounts required to be paid by them pursuant to these By-laws and the provisions of the Act.

2.13 Non-compliance

The following provisions apply if an Owner or Occupier fails to comply with these By-laws and the provisions of the Act:

- (a) the Owners Corporation may enforce a By-law by legal means;
- (b) the Owners Corporation may do any work on or in a Lot which should have been done by an Owner or Occupier;
- (c) if the Owners Corporation must do work on or in a Lot, an Owner or Occupier must:
 - (i) give the Owners Corporation or persons authorised by it access to the Lot; and
 - (ii) pay the Owners Corporation for its costs of doing the work;
- (d) the Owners Corporation may recover any money owed to it by an Owner under the By-laws or the Act as a debt; and
- (e) the powers of the Owners Corporation under these By-laws are in addition to those available to it under the Act.

2.14 Applications

Any application or other communication by an Owner or Occupier to the Owners Corporation must be made in writing and delivered to the Strata Manager.

2.15 Strata Manager

When appointing a Strata Manager, the Owners Corporation may (but is not obliged to) appoint the Managing Agent appointed by the Community Association and/or the Precinct Association.

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2.16 Owners Corporation Consent

- (a) A person must make any application for the consent of the Owners Corporation under these By-laws in writing.
- (b) Subject to an express provision in these By-laws the Owners Corporation must acting reasonably:
 - (i) give consent conditionally or unconditionally; or
 - (ii) withhold its consent.
- (c) An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in the granting of consent.
- (d) Subject to an express provision in these By-laws or any provision of the Act, consents by the Owners Corporation under these By-laws may be given by:
 - (i) the Owners Corporation at a general meeting; or
 - (ii) the Strata Committee at a Strata Committee meeting.
- (e) The Owners Corporation must give any consent required under these By-laws in writing.
- (f) The Owners Corporation may delegate any function or consent to the Strata Committee as is permitted under Law to be delegated to the Strata Committee.

2.17 Powers of the Owners Corporation

The Owners Corporation may:

- (a) require an Owner or Occupier to remove any item that an Owner or Occupier installs in a Lot or on Common Property otherwise than in compliance with these By-laws;
- (b) require an Owner or Occupier to reinstate the Lot or that part of the Common Property after the removal of any item or upon completion of work undertaken to the Lot or Common Property if that item or work was installed or carried out in contravention of these By-laws; and
- (c) undertake all works as is necessary on behalf of an Owner or Occupier should any Owner or Occupier fail to comply with By-laws 2.17(a) and 2.17(b) within the period required by the Owners Corporation and recover costs associated with any works required from the Owner of the relevant Lot.

3. Use of Lots

3.1 Residential Use

- (a) Owners and Occupiers must only permit Lots to be used in accordance with the following:
 - (i) no more than two adult people may occupy any bedroom and no bedroom may contain more than two beds. This excludes children's beds, cots and bassinets;
 - (ii) use of rooms for sleeping accommodation, other than rooms designated in any development consent as bedrooms, is prohibited;
 - (iii) bedrooms must not be further divided, screened or partitioned in any way; and

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- (iv) the total number of adults residing in a Lot must not exceed twice the number of approved bedrooms.
- (b) An Owner or Occupier must not use or permit a Lot to be used for the purposes of Short-Term Rental Accommodation, unless that Owner is using the Lot as its principal place of residence, who pursuant to the arrangement is giving another person the right to occupy the Lot.

3.2 Leasing of Lots

Subject to By-law 3.1, Owners must ensure that:

- (a) the letting of any Lot is recorded under the terms of a residential lease under the *Residential Tenancies Act 2010* (NSW) and must be for a term of at least 3 months;
- (b) any leasing agent is made aware of the restrictions on use imposed under By-law 3.2;
- (c) all reasonable endeavours are taken to ensure compliance with this By-law; and
- (d) a copy of the By-laws are attached to any residential lease entered into in accordance with the requirements of the *Residential Tenancies Act 2010* (NSW).

4. Common Property

4.1 Common Property and Shared Facilities

Some items of Common Property are Shared Facilities. The Owners Corporation authorises the Building Management Committee to perform its functions and exercise its rights under the Strata Management Statement in respect of any items of Common Property that are Shared Facilities.

4.2 Obligations of Owners and Occupiers

- (a) An Owner or Occupier must not do the following to Common Property (unless specifically permitted by these By-laws) or unless the Owner or Occupier first obtains the consent of the Owners Corporation:
 - (i) leave anything on Common Property;
 - (ii) obstruct the use of Common Property;
 - (iii) use any part of Common Property for the Owner's or Occupier's own purposes;
 - (iv) erect any structure on Common Property;
 - (v) attach any item to Common Property;
 - (vi) do or permit anything to be done to Common Property which might cause damage; or
 - (vii) alter Common Property.
- (b) By-law 23 applies to the carrying out of building works or alterations and may apply to paragraphs (i) to (vii) of By-law 4.2(a).
- (c) An Owner or Occupier must:

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- (i) give notice to the Owners Corporation of any damage to or defect in the Common Property immediately after an Owner or Occupier becomes aware of any damage or defect;
- (ii) use a thing on the Common Property only for the purpose for which it was constructed or provided; and
- (iii) only use or enjoy the Common Property in a manner or for a purpose which does not unreasonably interfere with the use and enjoyment of the Common Property by another Owner or Occupier or a Permitted Person.
- (d) Except with the prior consent of the Owners Corporation, an Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item.

4.3 Damage to Common Property

If an Owner, Occupier or Permitted Person causes damage to the Common Property while that Owner, Occupier or Permitted Person uses the Common Property then that Owner or Occupier must:

- (a) promptly notify the Owners Corporation of the damage caused; and
- (b) compensate the Owners Corporation accordingly.

4.4 Building Maintenance

The Owners Corporation must:

- (a) adopt and carry out the Building Maintenance Program; and
- (b) have the Building Maintenance Program reviewed annually or as prescribed by the Act by a suitably qualified or licensed person.

4.5 Easements

Where some items of Common Property are burdened by Easements, the Owner or Occupier of the Lot and the Owners Corporation:

- (a) must comply with their obligations under those Easements; and
- (b) must not do anything to prevent the benefited parties under those Easements from exercising their rights to use Common Property under those Easements.

4.6 Safety

The Owners Corporation must have a suitably qualified or licensed person carry out a safety inspection of the Common Property at intervals as required by Law.

4.7 Fire

The Owners Corporation must:

- (a) prominently display in the Building the annual fire safety statement together with a copy of the current fire safety schedule in respect of each essential fire safety measure as required under the relevant Law;

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- (b) arrange for inspections of each essential fire safety measure by a suitably qualified person in accordance with the relevant Law; and
- (c) provide a copy of the annual fire safety statement referred to in By-law 4.7(a) to Council.

5. Behaviour of Owners, Occupiers and Permitted Persons

5.1 Compliance with Strata Management Statement

An Owner or Occupier must comply with the Strata Management Statement as it relates to, amongst other things, the behaviour of Owners, Occupiers and Permitted Persons.

5.2 Humidifiers

An Owner or Occupier must not use a humidifier within a Lot or on Common Property.

5.3 Noise and Vibration

- (a) An Owner or Occupier must not create noise or vibration on a Lot or the Common Property which might unreasonably interfere with another Owner or Occupier's right to peaceful enjoyment of a Lot or the Common Property.
- (b) An Owner or Occupier must not cause the emission of 'offensive noise' as defined in the *Protection of the Environment Operations Act 1997* (NSW).

5.4 Behaviour

An Owner or Occupier must not:

- (a) obstruct lawful use of Common Property; or
- (b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier.

5.5 Smoking and Vaping

- (a) An Owner or Occupier or any invitee of the Owner or Occupier must not smoke or vape anywhere on Common Property, including in stairwells, lifts, foyers and the car park.
- (b) An Owner or Occupier of a Lot must ensure that smoke caused by the smoking or vaping of tobacco or any other substance by the Owner or Occupier, or any invitee of the Owner or Occupier, on the Lot does not penetrate to the Common Property or any other Lot.

5.6 Children

An Owner or Occupier must:

- (a) ensure that a child under the care and control of that Owner or Occupier only remains in or on areas of Common Property and on any balconies or terraces which are of possible danger or hazard to children if the child is accompanied by an adult exercising effective control;
- (b) not permit any child of whom the Owner or Occupier has control to play on Common Property unless accompanied by an adult exercising effective control; and

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- (c) not permit any child of whom the Owner or Occupier has control to make excessive noise on Common Property or within Lots (for example, open balconies or terraces) so as to disturb the peaceful enjoyment of other Owners and Occupiers.

5.7 Permitted Persons

An Owner or Occupier must take all reasonable steps to ensure that a Permitted Person of the Owner or Occupier:

- (a) complies with the By-laws and any applicable Rules;
- (b) leaves the Land if the Permitted Person does not comply as required under By-law 5.7(a); and
- (c) does not do anything an Owner or Occupier is not itself entitled to do under the By-laws or any applicable Rules, including behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier or any other person lawfully on the Land.

5.8 Increasing Insurance

- (a) An Owner or Occupier must not do anything that might invalidate, suspend or increase the premium payable for any insurances effected by the Owners Corporation.
- (b) If the use of a Lot results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation, that increase in premium within 5 business days of notification in writing by the Owners Corporation.
- (c) Provided the Owner of the relevant Lot complies with By-law 5.8(b), it will not be in breach of By-law 5.8(a) with respect to any increase in premium arising out of the use of its Lot.

6. Behaviour of Invitees

- (a) An Owner or Occupier must take all reasonable steps to ensure that invitees of the Owner or Occupier comply with these By-laws as though they were an Owner or Occupier of the Lot. If an invitee does not comply with these By-laws, the Owner or Occupier must take all reasonable steps to ensure that the invitee immediately and permanently leaves the Building.
- (b) An Owner of a Lot which is the subject of a lease or licence must:
 - (i) provide any lessee or licensee of the Lot subject to a lease or licence with an up-to-date copy of these By-laws, the Strata Management Statement, the Community Management Statement and the Precinct Management Statement; and
 - (ii) take all reasonable steps, including any action available under the lease or licence, to ensure that any lessee or licensee comply with these By-laws.
- (c) An Owner or Occupier admitting invitees to the Building must not allow any invitee to remain on the Common Property unsupervised, except to the extent reasonably necessary for the ingress and egress of the invitee.

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7. External Appearance

7.1 General

- (a) An Owner or Occupier must not, except with the prior approval of the Owners Corporation and any relevant Government Agency, maintain within the Lot anything visible from outside the Lot that, when viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building.
- (b) By-law 7.1(a) does not apply to furniture within a Lot being furniture that is consistent with the use of the Lot for residential accommodation.
- (c) Owners and Occupiers must not carry out any works to any external area or façade or structure within a Lot which affects the external appearance of the Building, including any changes to or the erection of:
 - (i) the colour of any surface;
 - (ii) the type or quality of the materials used (unless such materials are of a higher quality);
 - (iii) the reflective nature of any surface;
 - (iv) the soundproofing qualities of any materials or surface;
 - (v) the landscaping of any outside areas including retaining walls;
 - (vi) satellite dishes, aerials or other communication devices;
 - (vii) any sunscreen or sun shading device (including the erection of any awning, pergola, pagoda or the like);
 - (viii) the nature of any hard surface, paving or walkway;
 - (ix) the nature of any soft surface or grassed area;
 - (x) the external lighting,

unless the Owner has first obtained the consent of the Owners Corporation to undertake the works and otherwise complied with the provisions contained in these By-laws.
- (d) Owners and Occupiers must, as far as is practicable, maintain the appearance of an external area, façade or structures on or within a Lot substantially in accordance with the appearance:
 - (i) as at the time the Developer completed that part of the Lot; or
 - (ii) previously approved by the Owners Corporation.

7.2 Hanging of Washing & Other Items

An Owner or Occupier must not hang any washing, towel, bedding, clothing or any other articles of similar nature on any part of the Strata Parcel within the boundary of its Lot or any facade of the Building including the edge of a Balcony or Terrace in such a way as to be visible from outside of the Building.

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7.3 Window Coverings

- (a) To ensure the architectural integrity of the Building:
 - (i) window coverings including internal louvers, curtains or blinds when viewed from the exterior of the Building must be white or off-white in colour; and
 - (ii) Owners and Occupiers must not affix any item to windows or window frames, including window frame coverings, internal louvers, curtains or blinds,
- (b) An Owner must obtain the consent of the Strata Committee before changing or altering the window coverings within a Lot.

7.4 Signage

- (a) An Owner or Occupier must not erect any signage (whether temporary or permanent), including any 'for sale' or 'for lease' signs, on a Lot or on Common Property in such position that can be seen from outside a Lot without the approval of the Strata Committee and, if required, any Government Agency.
- (b) Clause 7.4(a) does not apply to the Developer while the Developer is the Owner of a Lot.

7.5 Screens

- (a) An Owner or Occupier must not install Screens to an entry door to a Lot.
- (b) An Owner or Occupier may install Screens which face the exterior of the Building so long as:
 - (i) the Screen complies with the Architectural and Landscape Design Guidelines;
 - (ii) the Screen is finished in a colour matching the colour of the window frames;
 - (iii) the Screen does not have bars and/or grills;
 - (iv) the flyscreen material of the Screen cannot be seen from outside of a Lot;
 - (v) the Owner or Occupier does not drill into the curtain wall or window wall façade; and
 - (vi) the Screen is compliant with relevant bush fire attack level ratings applicable to the Lot and/or the Building.
- (c) Any enquiries in relation to the colour and finish must be directed to the Owners Corporation.
- (d) Any Screen, dividing barrier or sun shading device existing on the date of registration of the Strata Plan must not be replaced unless with an identical Screen, dividing barrier or sun shading device (as to design, size, colour, shape and materials).

8. Floor Coverings

8.1 Noise

An Owner or Occupier must ensure that all floor space within an Owner's Lot is covered or otherwise treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.

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8.2 Standard

- (a) Without limiting the requirements of this By-law 8, if an Owner or Occupier has or wishes to use a floor finish within an Owner's Lot, the impact insulation rating of an installed floor system shall have an impact isolation classification of not less than 50 as measured in accordance with AS1055-2018 and shall generally be compliant with the requirements of the Building Code of Australia or the requirements of the Council, whichever requirements may be the most extensive.
- (b) Where this By-law 8.2 is in conflict with other By-Laws, the standard set in this By-law 8.2 takes precedence.

8.3 Consent

- (a) An Owner must obtain the consent of the Strata Committee before changing or altering the floor finish within a Lot.
- (b) The Strata Committee must deal promptly with a request for consent under this By-law 8.3 and must not unreasonably refuse such request provided a report satisfying the requirements set out in By-law 8.4 has been furnished to the Strata Committee.

8.4 Report

- (a) An application for consent by an Owner under By-law 8.3 must include a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect on sound transmission, including impact noise, following installation.
- (b) The report must state that the proposed floor finish will not breach By-law 8.1 and will comply with By-law 8.2.

8.5 Certificate

- (a) Following the installation of a floor finish, to demonstrate compliance with this By-law 8, an Owner must provide the Strata Committee with a certificate from a qualified acoustic engineer. The certificate must state that the qualified acoustic engineer has inspected and tested the floor finish as installed to ensure that the installation and resulting sound transmission meet the parameters set out in this By-law 8 including those in the report required under By-law 8.4. If such a certificate is not provided to the Strata Committee within 3 months of installation of the new floor finish, the Strata Committee has the right to require the new floor finish to be replaced with an alternative floor finish at the cost of the Owner.
- (b) The Strata Committee may at any stage conduct further inspections and testing of the floor finish (at the expense of the Owners Corporation) to ensure continued compliance with By-law 8.2.
- (c) If the results of the further inspections and testing carried out by the Strata Committee under By-law 8.5(b) show that there is non-compliance with the standard set out in By-law 8.2, the Strata Committee may request that the Owner carry out all works necessary for the floor finish to comply with the standard set out in By-law 8.2 within 14 days of the Strata Committee's request.
- (d) If the Owner does not carry out all works necessary for the floor finish to comply with the standard set out in By-law 8.2 within 14 days of the Strata Committee's request, and the

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Strata Committee has the right to require the new floor finish to be replaced with an alternative floor finish at the cost of the Owner.

8.6 Furniture

Where a floor finish has been installed (whether by the Developer or original owner as defined in the Act or otherwise) an Owner or Occupier must ensure that any item of furniture or the like that is placed directly on that floor is fitted with pads or the like (such as self adhesive heavy duty felt) to minimise the transmission of noise when that item is moved over the floor.

9. Cleaning

9.1 Cleaning and Maintenance of Lot

- (a) Each Owner and Occupier must keep their Lot:
 - (i) clean and tidy;
 - (ii) free from rubbish; and
 - (iii) in good repair and condition.
- (b) When cleaning any part of their Lot, each Owner and Occupier must not allow any objects, dirt, water or any other material associated with the cleaning of the Lot to pass over the balcony or terrace of the Lot or into another Lot.

9.2 Toilets

Each Owner and Occupier must not flush anything (other than human waste and toilet paper) down the toilets on the Lot.

9.3 Windows and Doors

An Owner or Occupier must keep clean all exterior surfaces of glass in windows and doors (and if applicable glass balcony louvres) on the boundary of the Lot, including so much as is Common Property, unless:

- (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
- (b) that glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.

9.4 Balconies and Terraces

Owners and Occupiers must comply with By-Law 19 in relation to the cleaning and maintenance of Balconies and Terraces.

10. Smart toilets and bidets

- (a) An Owner or Occupier must obtain the consent of the Owners Corporation before installing any smart toilet or bidet within a Lot.

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- (b) The Owners Corporation must only consent to the installation of a smart toilet or bidet if the Owner or Occupier provides a certificate from an appropriately qualified plumber or technician which confirms that:
 - (i) the proposed smart toilet or bidet complies with all requirements of Sydney Water;
 - (ii) an RPZ device will be installed to eliminate the risk of backflow into the water system, as well as ensuring connection to the non-potable recycled water system. Other than the bidet competent which must use potable water for hygiene reasons; and
 - (iii) the proposed smart toilet or bidet complies with all applicable Australian standards.

11. Storage of inflammable liquids and other substances and materials

- (a) An Owner or Occupier 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.
- (b) This By-law 11 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.

12. Moving Goods and Furniture

12.1 Notice

An Owner or Occupier must not transport any furniture or large object through or on Common Property unless sufficient notice has first been given to the Owners Corporation and the Owner or Occupier has consulted and obtained approval of the Building Manager in accordance with these By-laws.

12.2 Loading

- (a) All loading and unloading of furniture or large objects must be conducted wholly within the Building and only during permitted hours as directed by the Building Manager in accordance with the terms of the Strata Management Statement.
- (b) Subject to obtaining the prior approval of the Building Manager, loading and unloading of furniture or large objects may be permitted through the residential lobby areas of the Building.
- (c) Loading and unloading of furniture and large objects may occur:
 - (i) from vehicles parked in permitted loading zones or any appurtenant driveway; or
 - (ii) the Loading Dock provided it is in accordance with the Strata Management Statement, the Loading Dock Management Plan and Loading Dock Easement.
- (d) The Building Manager may, as a condition of providing its approval under this By-law 12.2, require the provision of a bond prior to the transportation of such furniture or large objects through or on the Common Property.

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12.3 Owners Corporation may determine

The Owners Corporation and Building Management Committee may determine that furniture or large objects are to be transported through or on the Common Property (whether in the Building or not) in a specified manner and make other rules regarding the transportation of furniture and large objects through or on Common Property, including requiring the provision of a bond prior to the transportation of such furniture or large objects through or on the Common Property.

12.4 Determination

- (a) If the Owners Corporation has determined the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on Common Property except in accordance with that determination.
- (b) Any determination made by the Owners Corporation under By-law 12 must not affect the special privileges conferred under the By-laws on particular Owners or Occupiers.
- (c) If an Owner or Occupier damages any part of the Common Property whilst transporting large objects or furniture, that Owner or Occupier must compensate the Owners Corporation in accordance with By-law 4.3.

12.5 Loading Dock

If an Owner or Occupier is required to use the Loading Dock in connection with moving any item of furniture or large object, the Owner or Occupier must comply with the relevant provisions of:

- (a) these By-laws;
- (b) the Strata Management Statement and the Loading Dock Management Plan;
- (c) any relevant easement or covenant benefiting or burdening the Common Property or that person's Lot (including the Loading Dock Easement),

and any other rules determined by the Building Management Committee from time to time.

13. Storage Areas and Parking

13.1 Storage Areas

- (a) An Owner or Occupier must:
 - (i) not obstruct or otherwise interfere with the mechanical ventilation of any storage area and any fire services located in any storage area;
 - (ii) not, except with the prior written approval of the Owners Corporation, use or store in a storage area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;
 - (iii) be responsible for the repair of any damage caused to a storage area and Common Property as a result of the use of the storage area;
 - (iv) ensure that a storage area is kept safe, clean, neat, tidy and free of rubbish and vermin;
 - (v) ensure that ventilation of the storage area is not adversely affected due to the items stored; and

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- (vi) not unreasonably restrict access to a storage area if access to the storage area is required by the Owners Corporation or another owner or occupier for the purpose of carrying out maintenance in the vicinity of the storage area (including to any fire sprinklers located in the storage area).
- (b) An Owner or Occupier must ensure that items stored in storage areas:
 - (i) are raised above floor level;
 - (ii) are not stored on top of any storage cages within a storage area;
 - (iii) are stored away from the boundaries of the storage areas as the boundary of some storage areas may be subject to subterranean moisture; and
 - (iv) provide a minimum 500mm clearance to any sprinkler pipe or sprinkler head or other services which run through or are positioned in any storage area.
- (c) An Owner or Occupier must:
 - (i) not interfere with any Common Property pipes or services (including mechanical ducting and the like) that may be located within the storage areas; and
 - (ii) give the Owners Corporation access to any storage area (on the giving of reasonable notice) to access, maintain, repair or replace any Common Property pipes or services (including mechanical ducting and the like), located within that Owner or Occupier's storage area.

13.2 Car Spaces

- (a) Car Spaces must not be used for the storage of any boxes, furniture or other household items.
- (b) An Owner or Occupier must keep their Car Space free from any rubbish or spills (including oil or grease). An Owner or Occupier must immediately clean up any spillage of oil or grease in the Car Space or on Common Property if the spillage was caused by a leak in the Owner or Occupier's motor vehicle. If the Owner or Occupier fails to clean the affected area, the Owners Corporation may attend to cleaning the affected area and recover any costs associated from the Owner or Occupier.

13.3 Parking on Common Property

Subject to the By-laws, an Owner or Occupier must not park a motor vehicle on Common Property without the prior consent of the Owners Corporation.

13.4 Bicycle access

An Owner and Occupier:

- (a) may store bicycles in any storage cage forming part of their Lot;
- (b) for the purposes of exiting and entering the Building with a bicycle, may transport a bicycle to or from any storage cage forming part of their Lot through building lobbies at ground level of the Building;
- (c) may transport a bicycle over Common Property outdoor pathways;

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- (d) must not mount a bicycle and ride it through building lobbies at ground level of the Building or over Common Property outdoor pathways, but may steer the bicycle whilst walking beside the bicycle; and
- (e) must not park or stand a bicycle on Common Property without the prior consent of the Owners Corporation.

13.5 Adaptable Unit Spaces

- (a) Adaptable Unit Spaces have been created so that they may be used by persons with impaired mobility. This By-law 13.5 only applies to the Adaptable Unit Spaces.
- (b) This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of a Lot on which this By-law is conferred.
- (c) The Common Property adjacent to an Adaptable Unit Space noted as "SZ" on the Strata Plan and located in the basement levels are available for the exclusive use of the Owners and Occupiers of the Adaptable Unit Spaces adjacent to that part of the Common Property if the Owner or Occupier is disabled and requires the use of that part of the Common Property to assist in their ingress and egress from Vehicles.
- (d) The exclusive use of the Common Property under By-Law 13.5(c) may not be used for the parking of a second Vehicle or for storage or for any other use other than the use as described in By-law 13.2.
- (e) An Adaptable Unit Space being part of a Lot must continue to be part of that Lot in any future strata subdivision.

14. Electric Vehicle Charger – Car Spaces

14.1 Electric Vehicle Chargers

- (a) An Owner or Occupier must obtain the prior written consent of the Owners Corporation before installing an Electric Vehicle Charging Station in the Car Space of a Lot.
- (b) The Owners Corporation may withhold their consent under by-law 14.1(a) including if the Electric Vehicle Charging:
 - (i) will be located within 6 metres of a fire stair;
 - (ii) will be located along an egress pathway; or
 - (iii) would block fire/life safety services.
- (c) An Electric Vehicle Charging Station installed in a Car Space of a Lot is the property of the Owner of the Lot.
- (d) An Owner or Occupier must not use the Electric Vehicle Charging Station in a Lot if:
 - (i) the Electric Vehicle Charging Station is damaged; or
 - (ii) the electric vehicle is damaged.
- (e) The Electric Vehicle Charging Stations are connected to the power supply for the Common Property and are individually metered.

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14.2 EV Operator

- (a) An Owner or Occupier of an EV Lot must enter into a subscription agreement with an EV Operator to provide for Electric Vehicle Charging Station management, reporting and user support for the Electric Vehicle Charging Station.
- (b) The Owners Corporation:
 - (i) may select the EV Operator from time to time to manage the Electric Vehicle Chargers;
 - (ii) may agree the charging tariff per kW to apply to the Electric Vehicle Charging Stations; and
 - (iii) must notify Owners and Occupiers of EV Lots of any changes to the charging tariff prior to those tariffs being applied.
- (c) The Owners Corporation must accept and comply with the terms of any agreement with an EV Operator entered into by the Developer for the purposes of the Strata Scheme prior to the creation of the Strata Scheme, provided that any such agreement expires at the conclusion of the first annual general meeting of the Owners Corporation.
- (d) The Developer may specify a particular brand or brands for any Electric Vehicle Charging Stations installed in the Car Space of a Lot, including after registration of these By-laws, that the Developer may require the Owners Corporation to amend these By-laws to limit the Electric Vehicle Charging Stations permitted to be installed a Car Space of a Lot to the particular specified brand or brands.

14.3 Electricity Consumption

- (a) The EV Operator will invoice Owners and Occupiers of an EV Lot for electricity consumption associated with the use of the Electric Vehicle Charging Stations as separately metered.
- (b) The Owners Corporation will invoice the EV Operator and the EV Operator will pay the Owners Corporation, for electricity consumption associated with use of the Electric Vehicle Charging Stations.

15. Lights

- (a) Owners and Occupiers of a Lot are responsible for the repair, maintenance and replacement of all lights and associated transformers within a Lot.
- (b) The Owners Corporation is responsible for the repair, maintenance and replacement of lights and associated transformers within Common Property and on balconies and terraces of Lots.

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16. Garbage disposal

16.1 Depositing waste and other material on Common Property

Subject to By-law 16 an Owner or Occupier must not deposit or throw on Common Property any waste, dirt, dust or other material or discarded item except with the prior approval of, or as directed by, the Owners Corporation.

16.2 Garbage

- (a) Each floor of the Building above ground level has waste and recycling garbage chutes to discharge garbage and recyclable materials.
- (b) Each floor of the Building also has areas designated in the corridors for the disposal of recyclable materials.
- (c) Garbage disposal is to be performed in accordance with the Owners Corporation Manual.
- (d) Subject to By-law 16.3, an Owner or Occupier of the Building must:
 - (i) dispose of garbage and waste in the garbage chutes located on each floor of the Building above ground level;
 - (ii) dispose of recyclable material into the recycling garbage chutes located on each floor of the Building above ground level or the bins allocated for recyclable material located in cupboards at each floor of the Building; and
 - (iii) otherwise, dispose of garbage and waste including recyclable material in the bins allocated for garbage and waste including recyclable material located in the Garbage Room determined from time to time by the Owners Corporation.

16.3 Owners Corporation Obligations

- (a) The Owners Corporation is responsible for:
 - (i) the cleaning and maintenance of the Garbage Room and all bins located in the Garbage Room;
 - (ii) the cleaning and maintenance of the areas designated in the corridors of each floor for the disposal of recyclable materials; and
 - (iii) subject to By-laws 16.6(a) and 16.6(b) procuring the cleaning and maintenance of the garbage chute.
- (b) The Owners Corporation must procure for garbage and recyclable material to be collected from the Garbage Room.

16.4 Rules

- (a) The Owners Corporation may, from time to time, make rules and impose conditions in relation to the use of the Garbage Room and the garbage chutes and the areas designated for the disposal of recyclable materials.
- (b) Owners and Occupiers must comply and must ensure that Permitted Persons comply with any rules regarding garbage disposal and recycling made by the Owners Corporation.

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- (c) The Building Management Committee may, from time to time, make rules and impose conditions in relation to the use of the Garbage Room.
- (d) Owners and Occupiers must comply and must ensure that Permitted Persons comply with any rules regarding the Garbage Room made by the Building Management Committee.

16.5 Owner and Occupier Obligations

An Owner or Occupier must ensure that:

- (a) they comply with all requirements of the Owners Corporation or any Government Agency in respect of the disposal and recycling of waste;
- (b) garbage and waste (other than recyclable materials) are drained and securely wrapped before being placed in a garbage bin allocated for garbage and waste or in a garbage chute;
- (c) recyclable materials are cleaned and emptied, but not bagged, before being placed in a garbage bin allocated for recyclable materials or garbage chute;
- (d) animal waste is securely wrapped before being placed in a garbage bin allocated for garbage and waste or in a garbage chute;
- (e) no shrink wrapping, flammable materials or toxic or other hazardous materials are disposed of in a garbage chute;
- (f) bottles are drained and cleaned and not broken before placing them in a garbage container designated for that purpose and that bottles, glass or liquids are not deposited in a garbage chute;
- (g) no garbage, trade waste or recyclable material is placed outside the Building at any time;
- (h) no large items are placed in a garbage chute that might cause a blockage including cardboard boxes or packing material; and
- (i) large items including cardboard boxes and packing material are disposed of in garbage bins designated for that purpose by the Owners Corporation or Building Management Committee from time to time. Cartons and boxes must be flattened before being placed in the designated area.

16.6 Cleaning up spills

- (a) An Owner or Occupier must immediately clean up any spillage of trade waste, garbage or recyclable material on Common Property which is caused by that Owner or Occupier.
- (b) An Owner or Occupier must immediately clean up any spillage of oil or other material which is caused by that Owner or Occupier in any part of a Lot designated for use for parking of vehicles.
- (c) If an Owner or Occupier does not comply with By-law 16.6(a), the Owners Corporation can do so and can charge the Owner or Occupier a reasonable fee for doing so.

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17. Keeping of animals

17.1 Permitted Animals

- (a) An Owner or Occupier may, subject to By-laws 17.1(b) and 17.2, keep without the consent of the Owners Corporation:
 - (i) goldfish or other similar fish in an indoor aquarium, provided the aquarium does not exceed 200 litres;
 - (ii) up to two domestic cats or up to two small or medium size dogs or one domestic cat and one small or medium dog weighing up to a maximum of 25 kilograms when fully grown;
 - (iii) canaries, budgerigars or similar birds kept indoors at all times; and
 - (iv) a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if an Owner or Occupier or another person who lives with an Owner or Occupier needs the dog or other animal because of a visual disability, a hearing disability or any other disability.
- (b) If an Owner or Occupier wishes to keep an enclosed aquarium in excess of 200 litres, that Owner or Occupier must obtain the consent of the Owners Corporation. At the time of making an application for consent, the Owner or Occupier must provide the Owners Corporation with a report from a suitably qualified structural engineer confirming that the proposed enclosed aquarium will not impact on the structural integrity of the Lot and any other Lots in the building.
- (c) Despite clause 17.1(a)(ii), an Owner or Occupier may keep without the consent of the Owners Corporation a dog weighing more than 25 kilograms when fully grown if prior to registration of the Strata Plan the Developer approved the keeping of the dog.

17.2 Excluded Dog

An Owner or Occupier must not keep an Excluded Dog and the Owners Corporation will not give consent to the keeping of an Excluded Dog.

17.3 Rules

- (a) If an Owner or Occupier keeps an animal, other than an Excluded Dog, then the Owner or Occupier:
 - (i) must ensure that the animal is at all times kept under control and within the confines of that Owner or Occupier's Lot or on a leash such that they cannot enter areas of wildlife habitat, bushland or foreshore unrestrained on surrounding properties or reserves;
 - (ii) must ensure that the animal is kept from entering wildlife habitat areas at all times;
 - (iii) must ensure that, when in or on any other part of the Building, the animal is accompanied by the Owner or Occupier;
 - (iv) must, when on any other part of the Building, keep the animal appropriately tethered and under control;

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- (v) is liable to the Owners and Occupiers and each other person lawfully in the Building for:
 - (A) any noise which is disturbing to an extent which is unreasonable; and
 - (B) damage to or loss of property or injury to any person caused by the animal; and
- (vi) is responsible for cleaning up after the animal has used any part of another Lot or any other part of the Building (including all animal waste).
- (b) This By-law 17.3:
 - (i) applies to any Permitted Person; and
 - (ii) does not permit the keeping of an Excluded Dog.

17.4 Conditions for keeping and animal

The Owners Corporation may make conditions when giving consent to keep an animal.

17.5 Notice

- (a) Without affecting the Owners Corporation's rights under the Act, the Owners Corporation may issue a notice cautioning the Owner or Occupier in respect of a breach of any of the provisions of this By-law.
- (b) A further breach under this By-law after notice has been served on an Owner or Occupier under By-law 17.5(a), will entitle the Owners Corporation to require the immediate removal of the animal from the Building.

18. Provision of Amenities or Services

- (a) Subject to By-law 18(b), the Owners Corporation may enter into arrangements pursuant to section 117 of the Act for the provision of amenities or services to one or more of the Lots, or to the Owners or Occupiers including:
 - (i) window cleaning;
 - (ii) garbage disposal and recycling services;
 - (iii) electricity, water supply;
 - (iv) telecommunication services;
 - (v) landscaping and gardening;
 - (vi) general cleaning; and
 - (vii) security services for the Common Property.
- (b) If the Owners Corporation enters into an agreement to provide an amenity or service to a Lot or to an Owner or Occupier, it must include in the agreement the amount for which, or the conditions on which, it will provide the amenity or service.

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19. Balconies and Terraces

19.1 Owner and Occupier's obligations

- (a) An Owner or Occupier must keep all Balconies and Terraces within a Lot, including all pavers on the Balconies and Terraces clean, tidy and well maintained.
- (b) An Owner or Occupier must consent to the Owners Corporation or their contractors entering a Lot to conduct a yearly inspection of the rain water outlet on the Balconies and Terraces, provided that the Owners Corporation has:
 - (i) provided reasonable notice to the Owner and Occupier whose Lot the Owners Corporation wishes to enter; and
 - (ii) uses reasonable endeavours to cause as little inconvenience as possible to the Owner and Occupier affected.
- (c) Balconies and Terraces of a Lot must not be:
 - (i) used for the storage of goods or equipment (including sporting equipment);
 - (ii) used for the installation of satellite dishes; or
 - (iii) enclosed in any way (other than to the extent enclosed as at the date of registration of the Strata Plan).
- (d) An Owner or Occupier must not place items on the Balcony or Terrace in a manner which might create a safety hazard.
- (e) An Owner or Occupier must regularly inspect and clean the Balcony and Terrace for floor waste.
- (f) An Owner or Occupier must:
 - (i) remove all light furniture from a Balcony or Terrace that could be moved and used as a climbing aid by a child;
 - (ii) ensure that no other element is constructed or placed against the inside face of the balustrade that could be used as a foothold; and
 - (iii) ensure that the Terrace or Balcony door is kept locked when not in use and that the Balcony or Terrace key is not in a position that can be accessed by a child.
- (g) Owners and Occupier of Lots must ensure that any furniture, possessions and other items on the Balcony and Terrace are secured or safely stored in order to prevent any item from blowing away or falling from any Balcony or Terrace. Without limitation:
 - (i) umbrellas or sunshades are prohibited;
 - (ii) lightweight or injection moulded furniture is not permitted on any Terrace or Balcony; and
 - (iii) all portable items (towels, toys, utensils) should be removed from any Terrace or Balcony or stored securely when the Terrace or Balcony is not in use.
- (h) Owners and Occupiers of a Lot are responsible for any damage or loss occasioned by items falling from Terraces or Balconies in the Lot.
- (i) An Owner or Occupier:

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- (i) must not erect any walls, barriers, screens, blinds, wind breaks, sunscreens or other similar items, or create by any other means an enclosure, around any Terrace or Balcony of the relevant Lot;
- (ii) must ensure that any furniture in any Terrace or Balcony for the relevant Lot is of a quality and design consistent with the standard of the Building; and
- (iii) must keep all internal gardens and Terraces and Balconies clean, tidy and well maintained.
- (j) An Owner or Occupier must:
 - (i) not use any water pressure hoses on any Balcony or Terrace of a Lot and must ensure that water does not overflow from any Terrace or Balcony of their Lot;
 - (ii) indemnify the Owners Corporation against any expense or liability arising from the overflow of water from any Terrace or Balcony of their Lot to the extent such expense or liability is caused or contributed to by an act of the Owner or Occupier, including without limitation the cost of cleaning the windows of any other Lots; and
 - (iii) pay in accordance with the direction of the Owners Corporation, any amount for which the Owner is liable under By-law 19.1(j)(ii) within 14 days of service of a written notice from the Owners Corporation requiring payment and providing copies of all relevant invoices. If not so paid by the Owner or Occupier, the Owners Corporation may pay the invoices and may recover from the Owner the amount of the invoices together with the expenses of the Owners Corporation incurred in recovering this amount as a debt due from the Owner.
- (k) An Owner and/or Occupier is responsible for any damage or loss occasioned by overflow of water from any Terrace or Balcony of their Lot to the extent such damage or loss is caused or contributed to by an act of that Owner and/or Occupier.

19.2 Membrane

- (a) The Membrane forming part of the Balcony and Terrace is the responsibility of the Owners Corporation.
- (b) Despite By-law 19.2(a), if there is any damage to the Membrane caused by an Owner or Occupier, then that Owner or Occupier will be responsible for any costs associated with the Owners Corporation rectifying such damage.

19.3 Pavers and drainage

- (a) Pavers on the Balconies and Terraces are supported at each corner of the paver and therefore, their weight bearing capability towards the centre of the paving stone is not as strong as at the support points.
- (b) Construction of the Balconies and Terraces provides clearance for adequate drainage beneath the pavers. This area and the drainage holes in the pavers need to be kept clear of debris to ensure adequate flow of drainage. A marker or opening in the paver will identify the location of a drainage outlet beneath a paver or in close proximity to the paver.
- (c) It is the responsibility of the Owners and Occupiers to clean and clear, at least every six months or as required, all debris that is located beneath the Balcony and Terrace pavers and the Balcony and Terrace drainage holes.

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- (d) It is the responsibility of the Owners and Occupiers to clean, maintain, repair and replace pavers on Balconies and Terraces.
- (e) If Balcony or Terraces pavers are replaced, they must be replaced with pavers similar in appearance to the original pavers.
- (f) If an Owner or Occupier fails to comply with its obligations under this By-law, the Owner or Occupier must repair or reinstate any damage to the Common Property, including the Membrane.
- (g) Should Owners or Occupiers fail to repair or reinstate Common Property in accordance with By-laws 19.3(b), 19.3(c) or 19.3(e) the Owners Corporation has the right without notice to enter the Lot and repair or reinstate the Common Property at the cost of the Owner.

20. Noticeboard

The Owners Corporation must cause a noticeboard to be affixed to some part of the Common Property.

21. Architectural and Landscape Design Guidelines

21.1 Architectural and Landscape Design Guidelines

The Architectural and Landscape Design Guidelines for the Building are in the Community Management Statement. It applies to the Lot and to the Strata Scheme generally. The Owner or Occupier must comply with the Architectural and Landscape Design Guidelines and obtain all necessary consents under the Architectural and Landscape Design Guidelines before they carry out any works in the Lot. Owner or Occupier's obligations under the Architectural and Landscape Design Guidelines apply in addition to their obligations under the By-laws.

21.2 Some examples of when you will need consent under the Architectural and Landscape Design Guidelines

- (a) An Owner or Occupier must have consent from the Community Association under the Architectural and Landscape Design Guidelines if they propose to for example:
 - (i) **[To be completed prior to registration of the strata plan]**
- (b) This is not a definitive list of when the Owner or Occupier will need to obtain consent from the Community Association. Contact the Building Manager if you want to confirm whether or not the Owner or Occupier will need consent.

22. Rights to enter the Lot

22.1 Rights of the Owners Corporation to enter the Lot

- (a) An Owner or Occupier must consent to the Owners Corporation or their contractors entering a Lot to operate, inspect, test, treat, use, maintain, repair or replace Common Property or fire dampers located in a Lot, provided the Owners Corporation has provided

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reasonable notice to the Owner and Occupier whose Lot the Owners Corporation wishes to enter; and

- (b) uses reasonable endeavours to cause as little inconvenience as possible to the Owner and Occupier affected.

22.2 Strata building bond

- (a) Owners and Occupiers must give the Developer and any person authorised by the Developer (including a building inspector and any contractor appointed by the Developer) access to their respective Lot for any reason that access may be required under or for compliance with Part 11 of the Act, provided the Developer first gives the Owners and Occupiers reasonable notice of the access required.
- (b) The Owners and Occupiers acknowledge and agree that the Developer may suffer loss if the Owners and/or Occupiers fail to give access to their respective Lot under By-law 22.2(a).
- (c) The Owners and Occupiers indemnify the Developer for any loss that the Developer may suffer if the Owners and/or Occupiers fail to give access to their respective Lot under By-law 22.2(a).

23. Carrying out Building Work

23.1 Cosmetic Work

- (a) An Owner or Occupier may carry out Cosmetic Work to Common Property in connection with the Lot without the approval of the Owners Corporation.
- (b) An Owner of a Lot must ensure that:
 - (i) any damage caused to any part of the Common Property by the carrying out of Cosmetic Work by or on behalf of the Owner is repaired; and
 - (ii) the Cosmetic Work and any repairs are carried out in a competent and proper manner.
- (c) This By-law 23.1 does not apply to the following work:
 - (i) Minor Renovation Work;
 - (ii) work involving structural changes;
 - (iii) work that changes the external appearance of a Lot, including the installation of an external access ramp;
 - (iv) work that detrimentally affects the safety of a Lot or Common Property, including fire safety systems;
 - (v) work involving waterproofing or the plumbing or exhaust system of the Building;
 - (vi) work involving reconfiguring walls;
 - (vii) work for which consent or another approval is required under any other laws; and
 - (viii) any other work prescribed by the regulations for the purposes of the Act.

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23.2 Minor Renovation Work by Owners

- (a) An Owner or Occupier may carry out Minor Renovation Work to Common Property in connection with the Lot with the approval of the Strata Committee.
- (b) Before obtaining the approval of the Strata Committee, an Owner or Occupier must give written notice of the proposed Minor Renovation Work to the Strata Committee, including the following:
 - (i) details of the work, including copies of any plans;
 - (ii) duration and times of the work;
 - (iii) details of the persons carrying out the work, including qualifications to carry out the work; and
 - (iv) arrangements to manage any resulting rubbish or debris.
- (c) The Owners Corporation delegates its functions under this By-law 23.2 to the Strata Committee.
- (d) This By-law 23.2 does not apply to the following work:
 - (i) Cosmetic Work;
 - (ii) work involving structural changes;
 - (iii) work that changes the external appearance of a Lot, including the installation of an external access ramp;
 - (iv) work that detrimentally affects the safety of a Lot or Common Property, including fire safety systems;
 - (v) work involving waterproofing or the plumbing or exhaust system of the Building;;
 - (vi) work for which consent or another approval is required under any other Act;
 - (vii) work that is authorised by a By-law or a Common Property Rights By-Law; and
 - (viii) any other work prescribed by the regulations for the purposes of the Act.

23.3 Other Works

Subject to By-laws 23.1 and 23.2, an Owner or Occupier must not carry out Other Works on the Common Property unless the Owner is authorised to do so:

- (a) under this By-law 23;
- (b) under a Common Property Rights By-Law; or
- (c) by an approval of the Owners Corporation given by special resolution or in any other manner authorised by these By-laws.

23.4 Consents

- (a) In addition to the consent of the Owners Corporation under this By-law 23, an Owner or Occupier must obtain the consent of the Council or any other Government Agency if required.

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- (b) Consent of the Owners Corporation to the carrying out of any works or alterations in this By-law 23 will constitute consent to the lodgement of a development application to the Council or any other Government Agency (if required).
- (c) Without limiting the generality of this By-law 23, in giving its consent under By-law 23.2, By-law 23.3 or By-law 23.4 (as applicable) to an Owner removing, replacing or altering the floor coverings contained in any Lot, the Owners Corporation may, as a condition of that consent, require the Owner to comply with By-law 8.

23.5 Carrying out of works subject to this By-law

During the carrying out of any works or alterations in this By-law 23 an Owner must:

- (a) ensure no damage is caused to services or pipes within the Building;
- (b) use protective cloths or sheets to protect the walls, ceilings and floors of any lift cars used in the carrying out of any works;
- (c) ensure that the works or alterations are carried out to the satisfaction of the Owners Corporation and if appropriate the Council or other Government Agency;
- (d) repair any damage caused to the Common Property;
- (e) ensure that the works are carried out in a manner that complies with all warranties and does not void or otherwise adversely affect any warranties in relation to the Building or any part of the Building;
- (f) be carried out by suitably qualified (and if appropriate, licensed) persons;
- (g) ensure that the works are carried out promptly; and
- (h) ensure that the works are carried out within working hours generally imposed by Council.

24. Owner's Corporation may carry out work

24.1 Owners Corporation rights

- (a) The Owners Corporation may do anything on or in a Lot:
 - (i) which should have been done under these By-laws but has not been done or has not been done properly;
 - (ii) to comply with these By-laws including remedying, removing or restoring anything on that Lot which is prohibited under these By-laws; or
 - (iii) to gain access to Common Property for any reasonable purpose (including to clean and maintain any part of the Buildings).
- (b) If By-law 24.1 applies, the Owners Corporation (including any representative, contractor or agent) is entitled to:
 - (i) enter and remain on the Lot for as long as is necessary; and
 - (ii) recover any costs associated with carrying out works under these By-laws from the Owner.

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- (c) The Owners Corporation must indemnify Owners from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owners Corporation of the rights conferred by this By-law.

24.2 Notice

- (a) An Owner or Occupier must consent to the Owners Corporation entering onto a Lot to carry out work reasonably required to discharge or give effect to the Owners Corporation's obligations to repair and maintain the Building so long as:
- (i) reasonable notice is given to the Owner and Occupier whose Lot the Owners Corporation must enter; and
 - (ii) the Owners Corporation uses reasonable endeavours to cause as little inconvenience as possible to the Owner and Occupier affected.
- (b) By-law 24.2 is in addition to the powers of the Owners Corporation under the Act.

25. Shopping Trolleys

An Owner or Occupier is prohibited from bringing any shopping trolley onto the Common Property except if the shopping trolley is owned by the Owner or Occupier.

26. Security Keys

26.1 Security

The Owners Corporation may take measures to ensure the security and preserve the safety of the Common Property and the Lots from fire and other hazards including by:

- (a) closing off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis; or
- (b) otherwise restricting the access to or use by an Owner or Occupier of any part of the Common Property.

26.2 Restricted Access

- (a) Owners and Occupiers will be issued Security Keys by the Building Manager to access those parts of the Building that the Owner or Occupier is entitled to access.
- (b) The Security Keys will not give Owners and Occupiers access to all areas in the Building.

26.3 Security Keys

- (a) An Owner or Occupier must:
 - (i) take all reasonable steps not to lose Security Keys;
 - (ii) return Security Keys to the Building Manager if an Owner or Occupier does not need them or if an Owner or Occupier is no longer an Owner or Occupier in the Building; and

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- (iii) notify the Building Manager if an Owner or Occupier loses a Security Key.
- (b) An Owner or Occupier must not:
 - (i) copy a Security Key; or
 - (ii) give a Security Key to someone who is not an Owner or Occupier.
- (c) If an Owner or Occupier loses a Security Key, the Building Manager may replace the Security Key. The Owner or Occupier must reimburse the Building Manager the actual cost of replacing any lost Security Key including an administration fee as agreed by the Community Association for replacing lost Security Keys.
- (d) An Owner or Occupier must comply with instructions that the Building Manager may make about Security Keys and, in particular, instructions about recoding and returning Security Keys.

27. Planter Boxes

- (a) The Owners Corporation must maintain all planter boxes contained within Common Property, including replacing damaged diseased or dead plants, where practicable, with a plant of the same species and similar size.
- (b) If there are planter boxes on or within a Balcony or Terrace, an Owner or Occupier must:
 - (i) properly maintain the soil and plants in the planter boxes;
 - (ii) ensure when watering the plants or soil that such water does not leak, spill or spray onto any other lot or the Common Property;
 - (iii) ensure that the use of the planter box does not cause any nuisance, hazard or damage to any other lot or to the Common Property; and
 - (iv) ensure and maintain that the planter box masonry structure is in good condition and good state of repair so that it is compatible with the Building.
- (c) If an Owner or Occupier does not comply with By-law 27(b), the Owners Corporation can exercise the powers granted under By-law 24.1 to ensure that the planter boxes are well maintained within a Lot.

28. Use Data Consumption

- (a) Consumption of various services to the Lots are individually metered such as electricity, hot water heating energy, energy in air conditioning refrigerant, cold water, recycled water and hot water.
- (b) Consumption data is monitored and collected (usually remotely) by private and public utility providers.
- (c) Each Owner and Occupier authorises and consents to the Owners Corporation, the Manager and the relevant private and public utility providers:
 - (i) monitoring and collecting consumption data;
 - (ii) receiving consumption data from any private or public utility provider; and

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- (iii) using that consumption data for reasonable purposes, including charging Owners or Occupiers for services by the Owners Corporation.
- (d) The Owners Corporation must take reasonable steps to preserve the privacy of each Owner's and Occupier's consumption data.
- (e) The Owners Corporation may access a Lot on reasonable notice for the purposes of installing, reading, repairing, upgrading or replacing consumption metering equipment.
- (f) A relevant private or public utility provider may reasonably access the Common Property for the purposes of installing, reading, repairing, upgrading or replacing consumption metering equipment.

29. Failure to comply with By-laws

29.1 What can the Owners Corporation do?

The Owners Corporation may do anything on the Lot which the Owner or Occupier should have done under the Act or the By-laws but which the Owner or Occupier of the Lot have not done or, in the opinion of the Owners Corporation, have not done properly.

29.2 Procedures

The Owners Corporation must give an Owner or Occupier a written notice specifying when it will enter the Lot to do the work. The Owner or Occupier of the Lot must:

- (a) give the Owners Corporation (or persons authorised by it) access to the Lot according to the notice and at their cost; and
- (b) pay the Owners Corporation for its cost for doing the work.

29.3 Recovering money

The Owners Corporation may recover any money an Owner or Occupier owes it under this By-law 29 as a debt.

30. Air Conditioning

30.1 Common Property Rights By-Law

This is a Common Property Rights By-Law for the purposes of section 142 of the Act. The Owners Corporation may amend or cancel this By-law in so far as it relates to a Lot only by special resolution and with the written consent of a Lot on which this By-law 30 is conferred. By-laws 30.2 to 30.4 apply to this Common Property Rights By-Law.

30.2 Exclusive Use

- (a) Owners and Occupiers have the exclusive use and enjoyment of the Air Conditioning System exclusively servicing that Owner or Occupier's Lot.

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- (b) Owners and Occupiers are responsible for the proper repair, maintenance and replacement of that part of the Air Conditioning System which is located within that Owner or Occupier's Lot.
- (c) The Owner or Occupier of each Lot must not add, install, replace or alter the Lot Air Conditioning Systems without prior written approval from the Owners Corporation.
- (d) The Owners Corporation is responsible for the proper repair, maintenance and replacement of the Condenser Unit forming part of the Air Conditioning System, at the cost of the Owner which has the exclusive use and enjoyment of that Condenser Unit exclusively servicing that Owner's Lot.
- (e) The Owner or Occupier who has the exclusive use and enjoyment of the Air Conditioning System exclusively servicing that Owner or Occupier's Lot is responsible for the electricity costs associated with the Air Conditioning System, which must be connected to their electricity supply and will be charged accordingly through their respective electricity supplier.

30.3 No access

Owners and Occupiers are not permitted to access the Condenser Units located on the roof of the Building.

30.4 Make Good and Indemnity

- (a) Damage to the Common Property as part of the Owner's responsibility for the Air Conditioning System under this By-law 30 caused directly or indirectly by an Owner or Occupier must be made good by and at the cost of that Owner in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.
- (b) An Owner must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owner or Occupier of a Lot of the rights conferred by this By-law 30.

31. Service by Email

- (a) This By-law applies to the service of a notice or other document required or authorised by the Act or the By-laws to be served by the Owners Corporation, Strata Committee or the secretary of the Strata Committee including, the notice or minutes of a general meeting of the Owners Corporation ("**document**").
- (b) A document may be served on the Owner of a Lot by electronic means by sending the document to an email address given by the Owner in writing to the Owners Corporation for the service of documents, in a form determined by the Owners Corporation or Strata Committee.
- (c) A document served by electronic means by sending the document to an email address is taken to be served on the business day after the document is sent unless the sender receives notice, before the business day after the document is sent, that the email has not reached or was not deliverable to the recipient including, automatically generated "undeliverable" and "bounced back" messages but not including "out of office" replies.

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- (d) If a document is not served by electronic means (whether because the sender receives notice in accordance with By-law 31(c) that the email has not reached or was not deliverable to the recipient or for another reason), the document must be served in any other manner authorised by the Act or the By-laws for the service of the documents.

32. Agreement with Building Manager

32.1 Building Manager Agreement

- (a) In addition to its powers under the Strata Management Act, the Owners Corporation has the power under this By-law 32 to appoint and enter into an agreement (**Building Manager Agreement**) with an appropriately qualified person (**Building Manager**) to provide services to the Owners Corporation and the Building, including building management, asset maintenance, contract management, operational services and other services required under the Strata Management Statement and these By-laws, at a fee.
- (b) The duties of the Building Manager under a Building Manager Agreement may include, without limitation:
- (i) caretaking, supervising and servicing Common Property;
 - (ii) supervising the cleaning, repair, maintenance, renewal or replacement of Common Property;
 - (iii) arranging for the inspection and certification of plant and equipment as required by Law;
 - (iv) providing services to the Owners Corporation, Owners and Occupiers including, without limitation, the services of a handyperson and cleaning services;
 - (v) supervising employees and contractors of the Owners Corporation;
 - (vi) coordinating and managing collection of garbage and recyclable materials; and
 - (vii) doing anything else that the Owners Corporation or Strata Manager agrees is necessary for the operation and management of the Building.

32.2 Cost

The cost of any Building Manager Agreement is payable by all Owners on a unit entitlement basis.

32.3 Interference

An Owner or Occupier or any Invitee must not:

- (a) interfere with or stop the Building Manager performing their obligations or exercising their rights under their agreement with the Owners Corporation; or
- (b) interfere with or stop the Building Manager using such parts of the Common Property as the Owners Corporation permits them to use from time to time.

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33. Agreement for supply of Embedded Network Services

33.1 Power to enter into agreement

- (a) The Owners Corporation has the power to appoint and enter into agreements with Embedded Network Parties for the installation of an Embedded Network in the Building for the supply of the Embedded Services to the Lots and the Common Property.
- (b) The Owners Corporation may exercise its power under this By-law in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.

33.2 Initial Period

The Owners Corporation may enter into agreements with Embedded Network Suppliers during the Initial Period.

33.3 Delegation of functions

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to Embedded Network Parties.

33.4 Agreement during the Initial Period

If the Owners Corporation enters into an agreement with Embedded Network Parties during the Initial Period:

- (a) if the agreement appoints Embedded Network Parties to assist the Owners Corporation in the management, control or use of Common Property and the term of the agreement extends beyond the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law), or otherwise falls within the Initial Period Restrictions, the agreement must be ratified by the Owners Corporation at the first annual general meeting; and
- (b) the Owners Corporation may agree to pay the Embedded Network Parties market based rates for the supply of Embedded Services to the Lots and the Common Property;
- (c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply to the Common Property and all Owners in respect of the supply to Lots;
- (d) the Owners Corporation may agree to pay the Embedded Network Parties a fee for initial set up costs incurred by the Embedded Network Parties that will be payable if, when applicable, the appointment of the Embedded Network Parties is not ratified by the Owners Corporation at the first annual general meeting; and
- (e) the Owners Corporation may agree that if the appointment of the Embedded Network Parties is not ratified by the Owners Corporation at the first annual general meeting or if the agreement with the Embedded Network Parties is terminated at any time, the Embedded Network Parties will be entitled to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Parties.

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33.5 Agreements after the Initial Period

If the Owners Corporation enters into an agreement with Embedded Network Parties after the Initial Period:

- (a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law;
- (b) the pricing of the Embedded Services supplied under the agreement may be as agreed by the Owners Corporation; and
- (c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply to the Common Property and all Owners in respect of the supply to Lots.

33.6 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and Embedded Network Parties must have provisions about:

- (a) the rights of the Owners Corporation and Owners to terminate the agreement early if the Embedded Network Parties do not properly perform their functions or comply with their obligations under the agreement; and
- (b) the rights of the Embedded Network Parties to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Parties or the right of the Owners Corporation to acquire those meters and other equipment from the Embedded Network Parties, if the agreement with the Embedded Network Parties is terminated.

33.7 Agreements under the Strata Management Statement

If the Building Management Committee has entered into a supply agreement for the provision of an Embedded Energy Network to the Building, any agreement between the Owners Corporation and the electricity supplier must be consistent with the agreement between the Building Management Committee and the Embedded Network Parties.

34. Teleconference

34.1 Intention

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

34.2 Pre-Meeting Electronic Voting

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

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

34.3 Electronic Voting

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

34.4 Compliance and Capability

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

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

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Signing page

Executed on behalf of **Mirvac Projects (Retail and Commercial) Pty Limited** ACN 151 466 241 by its attorneys under power of attorney dated 1 April 2025, registered number book 4836 number 835 in the presence of:

Signature of witness

Electronic signature of me,
affixed by me, or at my direction, on.....

I certify that I am an eligible witness and that this document was signed in counterpart and witnessed over audio visual link in accordance with s14G of the *Electronic Transactions Act* 2000 (NSW).

Name of witness (print)

Address of Witness (print)

Signature of witness

Electronic signature of me,
affixed by me, or at my direction, on.....

I certify that I am an eligible witness and that this document was signed in counterpart and witnessed over audio visual link in accordance with s14G of the *Electronic Transactions Act* 2000 (NSW).

Name of witness (print)

Address of witness (print)

Signature of attorney 1

Electronic signature of me,
affixed by me, or at my direction, on.....

Name of attorney 1 and position (print)

Signature of attorney 2

Electronic signature of me,
affixed by me, or at my direction, on.....

Name of attorney 2 and position (print)