



**STRATAWIDE**  
Management Pty Ltd

30<sup>th</sup> August 2018

The Owners – Strata Plan No. 93301  
62-70 Gordon Crescent  
LANE COVE NSW 2066

Dear Lot Owner / Occupier,

**The Owners – Strata Plan No. 93301  
New Consolidated By-Laws**

The Annual General Meeting of Strata Plan No. 93301 was held on 19<sup>th</sup> June 2018. At the Annual General Meeting, the Owners Corporation resolved by special resolution to update the scheme's registered by-laws. The purpose of updating the By-laws was to ensure compliance with the law governing strata schemes and to promote the good management of the scheme, in the interest of all owners and occupiers.

Please find **enclosed** a consolidated copy of the new by-laws which now apply to the scheme. Please read each of the by-laws carefully. It is your obligation under Section 135 of the *Strata Schemes Management Act 2015* to comply with the by-laws of the scheme. If you are a non-resident owner, you should take steps to ensure that your tenant is supplied with a copy of the enclosed by-laws and is made aware of his/her obligation to comply with the by-laws.

Please note that if an owner of occupier breaches the by-laws of the scheme, the *Strata Schemes Management Act 2015* empowers the Owners Corporation to issue the offending Lot Owner or Occupier with a notice to comply with the By-Laws, and then apply to the New South Wales Civil and Administrative to seek monetary penalties, if the breaches persist.

Thank you in advance for your kind cooperation.

Yours faithfully,

**Stratawide Management Pty Ltd**



Form: 1SCH  
Release: 2-1

**CONSOLIDATION/  
CHANGE OF BY-LAWS**  
New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900

**AN545631U**

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	For the common property CP/SP93301		
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
		124E LLPN : 123820V Level 3, 175 Castlereagh Street SYDNEY 2000 Ph: 02 9230 6900 Reference: <del>SP93301, #4368, TN</del> <b>BANN: 7606281</b>	<b>CH</b>

- (C) The Owners-Strata Plan No. 93301 certify that a special resolution was passed on 19/6/2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. 17  
Added by-law No. 17 and Special by-laws 2 - 10  
Amended by-law No. NOT APPLICABLE  
as fully set out below:  
Refer to Annexure "A"

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure B
- (G) The seal of The Owners-Strata Plan No. 93301 was affixed on \_\_\_\_\_ in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:  
Name:  
Authority: Refer to Annexure "A"

Signature:  
Name:  
Authority: Refer to Annexure "A"





**BANNERMANS**  
LAWYERS

The by-laws for SP93301 are repealed to as follows

17 Keeping of animals

The by-laws for SP93301 are added to as follows

17 Keeping of animals

PART 1  
INTERPRETATION

- 1.1 In this by-law a word which denotes:
- (a) the singular includes plural and vice versa;
  - (b) any gender includes the other genders;
  - (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
  - (d) references to legislation includes references to amending and replacing legislation.

PART 2  
CONDITIONS

PART A  
Keeping an animal

- 2.1 Subject to section 139(5) of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the prior approval in writing of the owners corporation, keep any animal (except a small caged bird or fish kept in a secure aquarium on the lot) on the lot or the common property.
- 2.2 An owner or occupier of a lot must:
- (a) obtain the approval in writing of the owners corporation to keep any animal (except a small caged bird or fish kept in a secure aquarium on the lot) on the lot or the common property; and
  - (b) agree in writing with the owners corporation to the condition referred to in clause 4.2 prior to the animal being introduced to the building.
- 2.3 An owner or occupier of a lot must not keep any animal (except a small caged bird or fish kept in a secure aquarium on the lot) on the lot or the common property other than the animal for which the approval in writing of the owners corporation is obtained.
- 2.4 An owner or occupier of a lot must ensure that a visitor to the scheme is not permitted to bring any animal on common property without the approval in writing of the owners corporation.
- 2.5 To the extent permitted by law, dogs and cats must be microchipped, desexed and registered with the local or any other authority having such jurisdiction.
- 2.6 The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
- 2.7 If an owner or occupier of a lot obtains the prior written approval of the owners corporation and keeps an animal on the lot then the owner or occupier must:
- (a) keep the animal within the lot; and
  - (b) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.



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LAWYERS

## PART B

### Consent from owners corporation

- 3.1 An owner or occupier of a lot who applies for approval to keep an animal on the lot or the common property must provide the following details to the owners corporation including any proposed restraining or management strategies within 14 days:
- (a) a photograph of the animal;
  - (b) the type of animal;
  - (c) the breed of the animal;
  - (d) the size of the animal;
  - (e) the average height of the animal when fully grown;
  - (f) the average weight of the animal when fully grown, expressed in kilograms; and
  - (g) the age of the animal.
- 3.2 The owners corporation will observe the applicable guidelines published by the local council when determining a request by an owner or occupier of a lot to keep a dog that is a restricted dog or dangerous as defined under the *Companion Animals Act 1998*.
- 3.3 The owners corporation may impose additional conditions at the time of giving approval to keep an animal.
- 3.4 If the owners corporation refuses to give approval to an owner or occupier of a lot to keep an animal:
- (a) the owners corporation must provide to the affected owner or occupier of a lot its reasons for refusal; and
  - (b) the affected owner or occupier of a lot will have recourse to review by providing further information or discussing their request with the owners corporation on an informal basis.
- 3.5 The owners corporation will attempt to make a decision whether or not to give approval to an owner or occupier to keep an animal within 1 month months of receiving such an application.

## PART C

### Conditions for keeping an animal

- 4.1 The owners corporation has the right to withdraw its approval to an owner or occupier of a lot to keep an animal if:
- (a) the animal becomes offensive, vicious, aggressive, noisy or a nuisance to another owner or occupier of a lot; or
  - (b) the animal enters the common property or lot of any other owner or occupier of a lot without their consent; or
  - (c) the animal soils on the common property or lot of any other owner or occupier of lot; or
  - (d) the animal engages in any destructive behaviour on the common property or the lot of any other owner or occupier of a lot; or
  - (e) an owner or occupier of a lot does not comply with their obligations under this by-law; or



- (f) an owner or occupier of a lot breaches a condition of approval made by the owners corporation.
- 4.2 If the owners corporation withdraws the right of an owner or occupier of a lot to keep an animal, the owner or occupier of a lot must remove their animal within 2 months of such a request being made by the owners corporation.

**PART D**  
**Animal owner responsibilities**

- 5.1 An owner or occupier of a lot who owns an animal is responsible to another owner and occupier of a lot and visitor using the common property for:
- (a) any noise that their animal makes which causes unreasonable disturbance;
  - (b) damage to or loss of property or injury caused to any person caused by the animal; and
  - (c) cleaning up after their animal.

**PART E**  
**Control of animal**

- 6.1 An owner or occupier of a lot must control their animal and not permit their animal to wander on to another lot or the common property.
- 6.2 If it is necessary for an owner or occupier of a lot to take an animal on to common property, an owner or occupier of a lot must ensure that their animal is sufficiently restrained by either a leash or cage.

**Special by-law 2          Parking by-law**

- 1.1 An owner or occupier of a lot must not park or stand any motor or other vehicle on common property including, without limitation any areas set aside as visitor parking.
- 1.2 An owner or occupier of a lot must not permit any invitee to their lot to park or stand any vehicle on common property other than in an area marked as visitor parking.
- 1.3 An owner or occupier of a lot must not permit any invitee to their lot to park or stand any vehicle in an area marked as visitor parking for more than a continuous period of 24 hours at any one time.
- 1.4 An owner or occupier must not store goods such as furniture on their car park space.
- 1.5 Every owner and occupier of a lot must comply, and ensure that invitees to their lots comply, in all respects with this by-law.
- 1.6 The owners corporation may by resolution of its strata committee and for the purpose of the control, management, administration, use and/or enjoyment of the common property including, without limitation, any areas set aside as visitor parking and to preserve the security of the building:
- (a) establish and maintain a register of all vehicles owned or used by owners and occupiers of lots in the strata scheme including:
    - (i) the make and registration number of the vehicle;
    - (ii) the name of the owner or occupier who owns or uses the vehicle;
    - (iii) the lot number and contact details of the owners or occupier; and



(iv) if the vehicle is not owned by an owner or occupier, the name and contact details of the owner of the vehicle.

(b) notwithstanding the foregoing, approve in writing the parking or standing of any vehicle on the common property in particular circumstances and for specified periods of time.

**Special by-law 3          Electric vehicles**

- 1.1 An owner or occupier of a lot must not use common property power for the purpose of charging or otherwise servicing an electric vehicle unless prior authorisation has been given by the owners corporation.
- 1.2 An owner or occupier of a lot must not allow another person, including without limitation their invitee or employee to use common property power for the purposes of charging or otherwise servicing an electric vehicle unless prior authorisation has been given by the owners corporation.

**Special by-law 4          Prohibition on smoking**

**PART 1  
DEFINITIONS & INTERPRETATION**

- 1.1 In this by-law:
  - a) **Balcony** means a balcony as defined in strata plan registration no. 93301;
  - b) **Common Property** means the common property in strata scheme 93301;
  - c) **Porch** means a courtyard as defined in strata plan registration no. 93301;
  - d) **Lot** means a lot in strata scheme 93301.
  - e) **Smoke** means smoke, hold or otherwise have control over, an ignited Smoking Product; and
  - f) **Smoking Product** means any tobacco or other product that is intended to be smoked;
- 1.2 In this by-law, a word which denotes:
  - a) the singular includes plural and vice versa;
  - b) any gender includes the other genders;
  - c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
  - d) references to legislation includes references to amending and replacing legislation.

**PART 2  
GRANT OF RIGHTS**

- 2.1 The owner or occupier of a lot must not Smoke whilst on the:
  - a) Balconies;
  - b) Common Property; or
  - c) Porches.





- 2.2 The owner or occupier of a lot must not allow another person, including without limitation their invitee or employee to Smoke whilst on the:
- a) Balconies;
  - b) Common Property; and
  - c) Porches.
- 2.3 The owner or occupier of a lot must ensure that smoke caused by Smoking within a Lot does not enter into or penetrate the Common Property or another Lot.

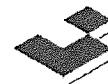
**Special by-law 5 Moving bulky goods through common property**

**PART 1  
DEFINITIONS & INTERPRETATION**

- 1.1 In this by-law:
- (a) **Bulky Goods** means any large furniture or any large object, including large household items. Bulky Goods does not include or mean small furniture or equipment such as single chairs, small furniture items, food or drink.
  - (b) **Goods** means an item or items of personal property owned or used by an Owner or Occupier.
  - (c) **Lift** means the common property lift allocated to an Owner or Occupier for use in moving furniture and equipment in and out of the building.
  - (d) **Lot** means a lot in strata scheme 93301.
  - (e) **Owner or Occupier** in respect of a lot means the owner or occupier of that Lot.
  - (f) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 93301.
- 1.2 In this by-law a word which denotes:
- (a) the singular includes plural and vice versa;
  - (b) any gender includes the other genders;
  - (c) any terms in this by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
  - (d) references to legislation includes references to amending and replacing legislation.

**PART 2  
CONDITIONS**

- 2.1 An Owner or Occupier must not transport any Bulky Goods through or on common property without the approval of the Owners Corporation (or strata committee) under this by-law.
- 2.2 An Owner or Occupier must:
- (a) apply to the Owners Corporation (or strata committee) at least 3 days before any Bulky Goods are to be transported through the common property;



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- (b) ensure that the transportation of the Bulky Goods is supervised by the Owner or Occupier or some other person advised to the Owners Corporation;
  - (c) ensure that any tradesperson, delivery company, removalist, representative or the like comply with the terms of this by-law;
  - (d) if required, pay a refundable bond to the Owners Corporation being an amount determined by the strata committee from time to time;
  - (e) only use the Lift determined by the Owners Corporation;
  - (f) only carry out the transportation of Bulky Goods between the hours of 7am to 7pm Monday to Saturday;
  - (g) ensure that the Lift and common property is left in a clean and tidy state after the transportation of the Bulky Goods has occurred;
  - (h) ensure that the interior of the Lift is adequately protected with lift curtains and padding prior to and during the transportation of the Bulky Goods in the building; and
  - (i) properly ensure that the transportation of the Bulky Goods does not interfere with or damage the Lift, the common property or the property of any other lot owner and if this happens the Owner or Occupier must rectify that interference or damage within a reasonable period of time, at their own cost.
- 2.3 If a Lot is leased, the Owner must:
- (a) promptly notify their real estate or other agent of this by-law; and
  - (b) ensure that a copy of this by-law is provided to the Occupier in accordance with section 186 of the *Strata Schemes Management Act 2015*.
- 2.4 The Owners Corporation must:
- (a) deal with any application under clause 2.2(a) in a timely manner; and
  - (b) return the bond or balance remaining after the Owners Corporation's costs have been deducted under the by-law, within 1 month of the transportation of the Bulky Goods or the completion of any required repairs in accordance with clause 2.2(i), to the satisfaction of the Owners Corporation, whichever is the later.

### PART 3 ENDURING OBLIGATIONS

- 3.1 An Owner or Occupier:
- (a) must comply with any approval or directions of the Owners Corporation given under this by-law;
  - (b) remains liable for any damage to lot or common property arising out of the transportation of the Bulky Goods; and
  - (c) must indemnify the Owners Corporation against any costs or losses arising out of the transportation of the Bulky Goods to the extent permitted by law.



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**Special by-law 6            Compliance with development consent conditions and environmental planning instruments etc**

**PART 1  
DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

- (a) **Environmental Planning Instrument** means an instrument which includes, but is not limited to, the applicable planning instruments said to apply to the Owners Corporation, and includes from time to time, any development control plan issued by the local council.
- (b) **Lot** means a lot in strata scheme 93301.
- (c) **Occupier** means the occupier of a Lot from time to time.
- (d) **Owner** means the owner of a Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 93301.
- (f) **Residential Tenancies Act** means the *Residential Tenancies Act 2010* (NSW) including any amending and replacing legislation.
- (g) **Short Term Letting** means any arrangement by which an Owner or Occupier permits someone to occupy the Lot in return for payment of a fee other than in accordance with the Residential Tenancies Act. Short Term Letting includes holiday rentals, executive rentals, Airbnb and all types of tourist and visitor accommodation.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

**PART 2  
RIGHTS**

2.1 An Owner or Occupier of a Lot must not permit their Lot to be utilised for Short Term Letting.

2.2 An Owner or Occupier shall not at any time breach:

- (a) any development consent condition of the Owners Corporation; and
- (b) any Environmental Planning Instrument.

**Special by-law 7            Security tags and visitors**

**PART 1  
DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

- (a) **Common Property** means the common property in the Strata Scheme.



- (b) **Invitee** means a person on the Common Property with the consent, express or implied, of an Owner, Occupier or the Owners Corporation.
- (c) **Lot** means a lot in the Strata Scheme.
- (d) **Occupier** means the occupier of a Lot from time to time.
- (e) **Owner** means the owner of a Lot from time to time.
- (f) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 93301.
- (g) **Premises** means included but not limited to any and all parts of;
  - i. a Lot;
  - ii. other lots in the building; and
  - iii. the common property.
- (h) **Security Tag** means a key, magnetic card or other automatic or mechanical device used to open, close, lock and unlock gates and doors and activate and operate lifts, alarms and security systems on the common property.
- (i) **Strata Scheme** means strata scheme 93301.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

## PART 2 RIGHTS

- 2.1 Common Property will be available for use by:
  - (a) Owners and Occupiers; and
  - (b) Invitees.
- 2.2 An Owner or Occupier must not allow access to the Common Property to persons unknown or unexpected to them by either the front entry door or by the intercom.
- 2.3 An Owner or Occupier must close the Common Property doors, including but not limited to the front entry door and the fire exit doors, after use.
- 2.4 The Owners Corporation may restrict access to Common Property, including but not limited to, by way of gates or fencing, to any part of the Common Property by means of Security Tags.
- 2.5 The Owners Corporation must make Security Tags available to Owners, Occupiers and other persons authorised by the Owners Corporation including but not limited to emergency services.



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- 2.6 The Owners Corporation will issue 2 Security Tags per bedroom in respect of each Lot to either the Owner or Occupier of that Lot.
- 2.7 Additional Security Tags can be obtained from the Owners Corporation by providing:
  - (a) \$150 as a refundable deposit; and
  - (b) \$50 as a non-refundable administration fee.
- 2.8 The \$150 deposit will be returned the Owner or Occupier on provision of the additional Security Tag and a receipt issued by the Building Manager.
- 2.9 Owners, Occupiers and authorised persons to whom a Security Tag has been made available must:
  - (a) not duplicate or copy the Security Tag;
  - (b) take all reasonable measures to safeguard the Security Tag against loss, theft or damage;
  - (c) not give a Security Tag to someone who is not an owner or an occupier;
  - (d) immediately notify the Owners Corporation if the Security Tag is lost, stolen or damaged; and
  - (e) immediately return the Security Tag to the Owners Corporation when requested by the Owners Corporation.

**Special by-law 8 Use of rooftop area**

**PART 1  
DEFINITIONS & INTERPRETATION**

- 1.1 In this by-law, unless the context otherwise requires or permits:
  - (a) **Rooftop Area** means the common property area located on the roof plan of strata plan registration no 93301.
  - (b) **Hours of Use** means Monday to Sunday- 9.00am to 10.00pm or such other hours as approved by the Owners Corporation.
  - (c) **Lot** means a lot in strata scheme 93301.
  - (d) **Gardenia Website** means the website managed by the Owners Corporation and/or appointed strata manager with regards to strata scheme 93301.
  - (e) **Owner or Occupier** means the owner or the occupier of the Lot from time to time.
  - (f) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 93301.
- 1.2 In this by-law, a word which denotes:
  - (a) the singular includes plural and vice versa;
  - (b) any gender includes the other genders;
  - (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*;



- (d) anything the Owner or Occupier is required or permitted to do under this by-law is to be at the Owner's cost; and
- (e) references to legislation includes references to amending and replacing legislation.

## PART 2 CONDITIONS

2.1 The Owner or Occupier must:

- (a) only use the Rooftop Area within the Hours of Use;
- (b) not create any noise or disruption which is likely to interfere with the peaceful enjoyment of an Owner or Occupier of another lot or of any person while using the Rooftop Area;
- (c) not permit the consumption of alcohol while using the Rooftop Area unless the prior written consent of the Owners Corporation has first been obtained;
- (d) take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another lot or any person while using the Rooftop Area;
- (e) clean all grease and remove all rubbish from the Rooftop Area, including cleaning the barbeque and seating facilities immediately after using the Rooftop Area, to ensure that the Rooftop Area is in a clean and orderly state;
- (f) immediately report to the managing agent any damage or other maintenance issues in relation to the Rooftop Area, including the barbeque and seating facilities; and
- (g) if the Owner or Occupier wishes to have private use of the Rooftop Area, make a booking using the Gardenia Website.

**Special by-law 9      Fire safety compliance**

## PART 1 DEFINITIONS & INTERPRETATION

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

- (a) **Compliance Costs** means the costs incurred by the Owners Corporation to remediate the common property to comply with the Fire Safety Requirements arising from a breach of this by-law.
- (b) **Fire Safety Equipment** means any item or fixture located within a lot or on common property which is connected to fire safety and includes fire alarms, fire rated doors, smoke alarms, fire extinguishers, fire hoses, fire blankets and any other item assessed in or applicable to the annual fire safety services statement or similar requirement.
- (c) **Fire Safety Inspector** means the person, company or contractor engaged to provide the annual fire safety statement for the Owners Corporation or similar requirement to an Authority.
- (d) **Fire Safety Requirements** means the fire safety requirements set by an Authority for the strata scheme from time to time.
- (e) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the strata scheme.
- (f) **Lot** means a lot in strata scheme 93301.



- (g) **Non-access Costs** means any costs incurred by the Owners Corporation as a result of an Owner or Occupier not making a Lot available for the annual fire safety services inspection including but not limited to any additional attendance or inspection fees of the Fire Safety Inspector.
  - (h) **Occupier** means the occupier of a Lot from time to time.
  - (i) **Owner** means the owner of a Lot from time to time.
  - (j) **Owners Corporation** means the owners corporation created by the registration of strata plan no. 93301.
- 1.2 In this by-law, unless the context otherwise requires, a word which denotes:
- (a) the singular includes plural and vice versa;
  - (b) any gender includes the other genders;
  - (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015* (NSW); and
  - (d) references to legislation includes references to amending and replacing legislation.

## PART 2 FIRE ALARMS AND FIRE SAFETY EQUIPMENT

- 2.1 Any locking or safety device, screen, other device or structure installed must comply with the Fire Safety Requirements.
- 2.2 An Owner or Occupier must not interfere with, including changing any locking or safety device or any other device connected to the Fire Safety Equipment in a manner which would result in non-compliance with the Fire Safety Requirements.
- 2.3 For clarity, fire alarms within a lot are lot property and the Owner is responsible for the cost of replacing the batteries and ensuring that those fire alarms comply with the Fire Safety Requirements.
- 2.4 If an Owner or Occupier causes damage to or interferes with the Fire Safety Equipment whether located on a Lot or on common property, the Owner or Occupier will be liable for the full cost of repair and rectification of any Fire Safety Equipment.

## PART 3 FAILURE TO COMPLY

- 3.1 Without prejudice to any and all other claims the Owners Corporation may have under this by-law. An Owner or Occupier must indemnify the Owners Corporation for:
  - (a) the Non-Access Costs including any additional costs of a Fire Safety Inspector to conduct another inspection, however, such amount is to be apportioned between the non-complying lots which caused the need for a further inspection; and
  - (b) the Compliance Costs.

Special by-law 10      Fire alarms

PART 1  
DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Automatic Fire Alarm Network Service Agreement** means any agreement between a provider and the Owners Corporation pursuant to which the provider is connected to Fire and Rescue NSW's automatic fire alarm system.
- (b) **Common Property** means the common property in strata scheme 93301.
- (c) **Fire Alarm** means a back-to-base fire alarm system installed on the Common Property and being the subject of an Automatic Fire Alarm Network Service Agreement.
- (d) **Fire Alarm Costs** means:
  - (i) any charges imposed by Fire and Rescue NSW pursuant to the *Fire Brigades Act 1989*, the *Fire Brigades Regulation 2008* and the Automatic Fire Alarm Network Service Agreement in responding to activation of any Fire Alarm; and
  - (ii) any additional administrative fee associated with the charges referred to in clause 1.1(d)(i), pursuant to the Automatic Fire Alarm Network Service Agreement.
- (e) **Fire and Rescue NSW** means the department of government established by the *Fire Brigades Act 1989* or any other authority, company or individual which replaces or performs that same function.
- (f) **Lot** means a lot in strata scheme 93301.
- (g) **Owner or Occupier** means the owner or occupier of a Lot from time to time.
- (h) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 93301.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*;
- (d) references to legislation includes references to amending and replacing legislation; and
- (e) references to a government body which is not bound by this by-law which ceases to exist or whose power or function is transferred to another government body, is a reference to the government body which replaces or substantially succeeds to the power or the function of the first government body.

PART 2  
CONDITIONS

- 2.1 An Owner or Occupier must not by wilful or negligent act or omission, do or permit anything to be done to cause any Fire Alarm to be activated where such activation of the Fire Alarm could have been prevented by such Owner or Occupier.





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- 2.2 The Owners Corporation is entitled to recover from an Owner or Occupier the Fire Alarm Costs paid by the Owners Corporation in relation to a breach of clause 2.1 of this by-law by an Owner or Occupier.
- 2.3 The Owners Corporation may:
  - (a) demand payment from an Owner or Occupier for any money outstanding under this by-law and recover this amount from the Owner or Occupier as a debt; and
  - (b) include reference to the debt on notices under section 184 of the *Strata Schemes Management Act 2015*.

THIS IS ANNEXURE "B" REFERRED TO IN CONSOLIDATION/CHANGE OF BY-LAWS  
TORRENS TITLE: CP/SP93301



Consolidated List of By-laws for SP93301  
62 Gordon Crescent  
LANE COVE NORTH NSW 2066

1 Noise

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

2 Vehicles

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

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

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

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

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children, or
  - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot,unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

A handwritten signature in black ink, appearing to read "Ammanda".



(5) Despite section 62 of the Act, the owner of a lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

#### 6 Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

#### 7 Children playing on common property in building

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

#### 8 Behaviour invitees

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

#### 9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

#### 10 Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- (3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- (4) In this clause:  
*washing* includes any clothing, towel, bedding or other article of a similar type.

#### 11 Preservation of fire safety

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



**12 Cleaning windows and doors**

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

**13 Storage of inflammable liquids and other substances and materials**

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

**14 Changes to floor coverings and surfaces**

- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

**15 Floor coverings**

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

**16 Garbage disposal**

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
  - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
  - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
  - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and



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- (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
  - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
  - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

17 Keeping of animals

PART 1  
INTERPRETATION

- 1.1 In this by-law a word which denotes:
- (a) the singular includes plural and vice versa;
  - (b) any gender includes the other genders;
  - (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
  - (d) references to legislation includes references to amending and replacing legislation.

PART 2  
CONDITIONS

PART A  
Keeping an animal

- 2.1 Subject to section 139(5) of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the prior approval in writing of the owners corporation, keep any animal (except a small caged bird or fish kept in a secure aquarium on the lot) on the lot or the common property.



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LAWYERS

- 2.2 An owner or occupier of a lot must:
  - (a) obtain the approval in writing of the owners corporation to keep any animal (except a small caged bird or fish kept in a secure aquarium on the lot) on the lot or the common property; and
  - (b) agree in writing with the owners corporation to the condition referred to in clause 4.2 prior to the animal being introduced to the building.
- 2.3 An owner or occupier of a lot must not keep any animal (except a small caged bird or fish kept in a secure aquarium on the lot) on the lot or the common property other than the animal for which the approval in writing of the owners corporation is obtained.
- 2.4 An owner or occupier of a lot must ensure that a visitor to the scheme is not permitted to bring any animal on common property without the approval in writing of the owners corporation.
- 2.5 To the extent permitted by law, dogs and cats must be microchipped, desexed and registered with the local or any other authority having such jurisdiction.
- 2.6 The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
- 2.7 If an owner or occupier of a lot obtains the prior written approval of the owners corporation and keeps an animal on the lot then the owner or occupier must:
  - (a) keep the animal within the lot; and
  - (b) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

#### PART B

##### Consent from owners corporation

- 3.1 An owner or occupier of a lot who applies for approval to keep an animal on the lot or the common property must provide the following details to the owners corporation including any proposed restraining or management strategies within 14 days:
  - (a) a photograph of the animal;
  - (b) the type of animal;
  - (c) the breed of the animal;
  - (d) the size of the animal;
  - (e) the average height of the animal when fully grown;
  - (f) the average weight of the animal when fully grown, expressed in kilograms; and
  - (g) the age of the animal.
- 3.2 The owners corporation will observe the applicable guidelines published by the local council when determining a request by an owner or occupier of a lot to keep a dog that is a restricted dog or dangerous as defined under the *Companion Animals Act 1998*.
- 3.3 The owners corporation may impose additional conditions at the time of giving approval to keep an animal.



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- 3.4 If the owners corporation refuses to give approval to an owner or occupier of a lot to keep an animal:
- (a) the owners corporation must provide to the affected owner or occupier of a lot its reasons for refusal; and
  - (b) the affected owner or occupier of a lot will have recourse to review by providing further information or discussing their request with the owners corporation on an informal basis.
- 3.5 The owners corporation will attempt to make a decision whether or not to give approval to an owner or occupier to keep an animal within 1 month months of receiving such an application.

**PART C**  
**Conditions for keeping an animal**

- 4.1 The owners corporation has the right to withdraw its approval to an owner or occupier of a lot to keep an animal if:
- (a) the animal becomes offensive, vicious, aggressive, noisy or a nuisance to another owner or occupier of a lot; or
  - (b) the animal enters the common property or lot of any other owner or occupier of a lot without their consent; or
  - (c) the animal soils on the common property or lot of any other owner or occupier of lot; or
  - (d) the animal engages in any destructive behaviour on the common property or the lot of any other owner or occupier of a lot; or
  - (e) an owner or occupier of a lot does not comply with their obligations under this by-law; or
  - (f) an owner or occupier of a lot breaches a condition of approval made by the owners corporation.
- 4.2 If the owners corporation withdraws the right of an owner or occupier of a lot to keep an animal, the owner or occupier of a lot must remove their animal within 2 months of such a request being made by the owners corporation.

**PART D**  
**Animal owner responsibilities**

- 5.1 An owner or occupier of a lot who owns an animal is responsible to another owner and occupier of a lot and visitor using the common property for:
- (a) any noise that their animal makes which causes unreasonable disturbance;
  - (b) damage to or loss of property or injury caused to any person caused by the animal; and
  - (c) cleaning up after their animal.

**PART E**  
**Control of animal**

- 6.1 An owner or occupier of a lot must control their animal and not permit their animal to wander on to another lot or the common property.
- 6.2 If it is necessary for an owner or occupier of a lot to take an animal on to common property, an owner or occupier of a lot must ensure that their animal is sufficiently restrained by either a leash or cage.



**18 Appearance of lot**

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 10.

**19 Change in use of lot to be notified**

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

**20 Provision of amenities or services**

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
  - (a) window cleaning,
  - (b) garbage disposal and recycling services,
  - (c) electricity, water or gas supply,
  - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

**21 Compliance with planning and other requirements**

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

**22 Service of documents on owner of lot by owners corporation**

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

**Special by-law 1**

It is prohibited to have any combustible material (as defined by AS 1530, Part 1) being located on any balconies on the south elevation of the building.

**Special by-law 2      Parking by-law**

- 1.1 An owner or occupier of a lot must not park or stand any motor or other vehicle on common property including, without limitation any areas set aside as visitor parking.





- 1.2 An owner or occupier of a lot must not permit any invitee to their lot to park or stand any vehicle on common property other than in an area marked as visitor parking.
- 1.3 An owner or occupier of a lot must not permit any invitee to their lot to park or stand any vehicle in an area marked as visitor parking for more than a continuous period of 24 hours at any one time.
- 1.4 An owner or occupier must not store goods such as furniture on their car park space.
- 1.5 Every owner and occupier of a lot must comply, and ensure that invitees to their lots comply, in all respects with this by-law.
- 1.6 The owners corporation may by resolution of its strata committee and for the purpose of the control, management, administration, use and/or enjoyment of the common property including, without limitation, any areas set aside as visitor parking and to preserve the security of the building:
  - (a) establish and maintain a register of all vehicles owned or used by owners and occupiers of lots in the strata scheme including:
    - (i) the make and registration number of the vehicle;
    - (ii) the name of the owner or occupier who owns or uses the vehicle;
    - (iii) the lot number and contact details of the owners or occupier; and
    - (iv) if the vehicle is not owned by an owner or occupier, the name and contact details of the owner of the vehicle.
  - (b) notwithstanding the foregoing, approve in writing the parking or standing of any vehicle on the common property in particular circumstances and for specified periods of time.

**Special by-law 3      Electric vehicles**

- 1.1 An owner or occupier of a lot must not use common property power for the purpose of charging or otherwise servicing an electric vehicle unless prior authorisation has been given by the owners corporation.
- 1.2 An owner or occupier of a lot must not allow another person, including without limitation their invitee or employee to use common property power for the purposes of charging or otherwise servicing an electric vehicle unless prior authorisation has been given by the owners corporation.

**Special by-law 4      Prohibition on smoking**

**PART 1  
DEFINITIONS & INTERPRETATION**

- 1.1 In this by-law:
  - a) **Balcony** means a balcony as defined in strata plan registration no. 93301;
  - b) **Common Property** means the common property in strata scheme 93301;
  - c) **Porch** means a courtyard as defined in strata plan registration no. 93301;
  - d) **Lot** means a lot in strata scheme 93301.



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- e) **Smoke** means smoke, hold or otherwise have control over, an ignited Smoking Product; and
  - f) **Smoking Product** means any tobacco or other product that is intended to be smoked;
- 1.2 In this by-law, a word which denotes:
- a) the singular includes plural and vice versa;
  - b) any gender includes the other genders;
  - c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
  - d) references to legislation includes references to amending and replacing legislation.

## PART 2 GRANT OF RIGHTS

- 2.1 The owner or occupier of a lot must not Smoke whilst on the:
- a) Balconies;
  - b) Common Property; or
  - c) Porches.
- 2.2 The owner or occupier of a lot must not allow another person, including without limitation their invitee or employee to Smoke whilst on the:
- a) Balconies;
  - b) Common Property; and
  - c) Porches.
- 2.3 The owner or occupier of a lot must ensure that smoke caused by Smoking within a Lot does not enter into or penetrate the Common Property or another Lot.

### Special by-law 5      **Moving bulky goods through common property**

## PART 1 DEFINITIONS & INTERPRETATION

- 1.1 In this by-law:
- (a) **Bulky Goods** means any large furniture or any large object, including large household items. Bulky Goods does not include or mean small furniture or equipment such as single chairs, small furniture items, food or drink.
  - (b) **Goods** means an item or items of personal property owned or used by an Owner or Occupier.
  - (c) **Lift** means the common property lift allocated to an Owner or Occupier for use in moving furniture and equipment in and out of the building.
  - (d) **Lot** means a lot in strata scheme 93301.



- (e) **Owner or Occupier** in respect of a lot means the owner or occupier of that Lot.
- (f) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 93301.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in this by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

## PART 2 CONDITIONS

2.1 An Owner or Occupier must not transport any Bulky Goods through or on common property without the approval of the Owners Corporation (or strata committee) under this by-law.

2.2 An Owner or Occupier must:

- (a) apply to the Owners Corporation (or strata committee) at least 3 days before any Bulky Goods are to be transported through the common property;
- (b) ensure that the transportation of the Bulky Goods is supervised by the Owner or Occupier or some other person advised to the Owners Corporation;
- (c) ensure that any tradesperson, delivery company, removalist, representative or the like comply with the terms of this by-law;
- (d) if required, pay a refundable bond to the Owners Corporation being an amount determined by the strata committee from time to time;
- (e) only use the Lift determined by the Owners Corporation;
- (f) only carry out the transportation of Bulky Goods between the hours of 7am to 7pm Monday to Saturday;
- (g) ensure that the Lift and common property is left in a clean and tidy state after the transportation of the Bulky Goods has occurred;
- (h) ensure that the interior of the Lift is adequately protected with lift curtains and padding prior to and during the transportation of the Bulky Goods in the building; and
- (i) properly ensure that the transportation of the Bulky Goods does not interfere with or damage the Lift, the common property or the property of any other lot owner and if this happens the Owner or Occupier must rectify that interference or damage within a reasonable period of time, at their own cost.

2.3 If a Lot is leased, the Owner must:

- (a) promptly notify their real estate or other agent of this by-law; and
- (b) ensure that a copy of this by-law is provided to the Occupier in accordance with section 186 of the *Strata Schemes Management Act 2015*.



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LAWYERS

2.4 The Owners Corporation must:

- (a) deal with any application under clause 2.2(a) in a timely manner; and
- (b) return the bond or balance remaining after the Owners Corporation's costs have been deducted under the by-law, within 1 month of the transportation of the Bulky Goods or the completion of any required repairs in accordance with clause 2.2(i), to the satisfaction of the Owners Corporation, whichever is the later.

### PART 3 ENDURING OBLIGATIONS

3.1 An Owner or Occupier:

- (a) must comply with any approval or directions of the Owners Corporation given under this by-law;
- (b) remains liable for any damage to lot or common property arising out of the transportation of the Bulky Goods; and
- (c) must indemnify the Owners Corporation against any costs or losses arising out of the transportation of the Bulky Goods to the extent permitted by law.

**Special by-law 6 Compliance with development consent conditions and environmental planning instruments etc**

### PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Environmental Planning Instrument** means an instrument which includes, but is not limited to, the applicable planning instruments said to apply to the Owners Corporation, and includes from time to time, any development control plan issued by the local council.
- (b) **Lot** means a lot in strata scheme 93301.
- (c) **Occupier** means the occupier of a Lot from time to time.
- (d) **Owner** means the owner of a Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 93301.
- (f) **Residential Tenancies Act** means the *Residential Tenancies Act 2010* (NSW) including any amending and replacing legislation.
- (g) **Short Term Letting** means any arrangement by which an Owner or Occupier permits someone to occupy the Lot in return for payment of a fee other than in accordance with the Residential Tenancies Act. Short Term Letting includes holiday rentals, executive rentals, Airbnb and all types of tourist and visitor accommodation.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;



- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

## PART 2 RIGHTS

- 2.1 An Owner or Occupier of a Lot must not permit their Lot to be utilised for Short Term Letting.
- 2.2 An Owner or Occupier shall not at any time breach:
  - (a) any development consent condition of the Owners Corporation; and
  - (b) any Environmental Planning Instrument.

### Special by-law 7      Security tags and visitors

## PART 1 DEFINITIONS & INTERPRETATION

- 1.1 In this by-law:
  - (a) **Common Property** means the common property in the Strata Scheme.
  - (b) **Invitee** means a person on the Common Property with the consent, express or implied, of an Owner, Occupier or the Owners Corporation.
  - (c) **Lot** means a lot in the Strata Scheme.
  - (d) **Occupier** means the occupier of a Lot from time to time.
  - (e) **Owner** means the owner of a Lot from time to time.
  - (f) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 93301.
  - (g) **Premises** means included but not limited to any and all parts of;
    - i. a Lot;
    - ii. other lots in the building; and
    - iii. the common property.
  - (h) **Security Tag** means a key, magnetic card or other automatic or mechanical device used to open, close, lock and unlock gates and doors and activate and operate lifts, alarms and security systems on the common property.
  - (i) **Strata Scheme** means strata scheme 93301.
- 1.2 In this by-law a word which denotes:
  - (a) the singular includes plural and vice versa;
  - (b) any gender includes the other genders;



(c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and

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

## PART 2 RIGHTS

- 2.1 Common Property will be available for use by:
- (a) Owners and Occupiers; and
  - (b) Invitees.
- 2.2 An Owner or Occupier must not allow access to the Common Property to persons unknown or unexpected to them by either the front entry door or by the intercom.
- 2.3 An Owner or Occupier must close the Common Property doors, including but not limited to the front entry door and the fire exit doors, after use.
- 2.4 The Owners Corporation may restrict access to Common Property, including but not limited to, by way of gates or fencing, to any part of the Common Property by means of Security Tags.
- 2.5 The Owners Corporation must make Security Tags available to Owners, Occupiers and other persons authorised by the Owners Corporation including but not limited to emergency services.
- 2.6 The Owners Corporation will issue 2 Security Tags per bedroom in respect of each Lot to either the Owner or Occupier of that Lot.
- 2.7 Additional Security Tags can be obtained from the Owners Corporation by providing:
- (a) \$150 as a refundable deposit; and
  - (b) \$50 as a non-refundable administration fee.
- 2.8 The \$150 deposit will be returned the Owner or Occupier on provision of the additional Security Tag and a receipt issued by the Building Manager.
- 2.9 Owners, Occupiers and authorised persons to whom a Security Tag has been made available must:
- (a) not duplicate or copy the Security Tag;
  - (b) take all reasonable measures to safeguard the Security Tag against loss, theft or damage;
  - (c) not give a Security Tag to someone who is not an owner or an occupier;
  - (d) immediately notify the Owners Corporation if the Security Tag is lost, stolen or damaged;  
and
  - (e) immediately return the Security Tag to the Owners Corporation when requested by the Owners Corporation.



Special by-law 8      Use of rooftop area

**PART 1  
DEFINITIONS & INTERPRETATION**

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

- (a) **Rooftop Area** means the common property area located on the roof plan of strata plan registration no 93301.
- (b) **Hours of Use** means Monday to Sunday- 9.00am to 10.00pm or such other hours as approved by the Owners Corporation.
- (c) **Lot** means a lot in strata scheme 93301.
- (d) **Gardenia Website** means the website managed by the Owners Corporation and/or appointed strata manager with regards to strata scheme 93301.
- (e) **Owner or Occupier** means the owner or the occupier of the Lot from time to time.
- (f) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 93301.

1.2 In this by-law, a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*;
- (d) anything the Owner or Occupier is required or permitted to do under this by-law is to be at the Owner's cost; and
- (e) references to legislation includes references to amending and replacing legislation.

**PART 2  
CONDITIONS**

2.1 The Owner or Occupier must:

- (a) only use the Rooftop Area within the Hours of Use;
- (b) not create any noise or disruption which is likely to interfere with the peaceful enjoyment of an Owner or Occupier of another lot or of any person while using the Rooftop Area;
- (c) not permit the consumption of alcohol while using the Rooftop Area unless the prior written consent of the Owners Corporation has first been obtained;
- (d) take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another lot or any person while using the Rooftop Area;
- (e) clean all grease and remove all rubbish from the Rooftop Area, including cleaning the barbeque and seating facilities immediately after using the Rooftop Area, to ensure that the Rooftop Area is in a clean and orderly state;



- (f) immediately report to the managing agent any damage or other maintenance issues in relation to the Rooftop Area, including the barbeque and seating facilities; and
- (g) if the Owner or Occupier wishes to have private use of the Rooftop Area, make a booking using the Gardenia Website.

**Special by-law 9 Fire safety compliance**

**PART 1  
DEFINITIONS & INTERPRETATION**

- 1.1 In this by-law, unless the context otherwise requires or permits:
- (a) **Compliance Costs** means the costs incurred by the Owners Corporation to remediate the common property to comply with the Fire Safety Requirements arising from a breach of this by-law.
  - (b) **Fire Safety Equipment** means any item or fixture located within a lot or on common property which is connected to fire safety and includes fire alarms, fire rated doors, smoke alarms, fire extinguishers, fire hoses, fire blankets and any other item assessed in or applicable to the annual fire safety services statement or similar requirement.
  - (c) **Fire Safety Inspector** means the person, company or contractor engaged to provide the annual fire safety statement for the Owners Corporation or similar requirement to an Authority.
  - (d) **Fire Safety Requirements** means the fire safety requirements set by an Authority for the strata scheme from time to time.
  - (e) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the strata scheme.
  - (f) **Lot** means a lot in strata scheme 93301.
  - (g) **Non-access Costs** means any costs incurred by the Owners Corporation as a result of an Owner or Occupier not making a Lot available for the annual fire safety services inspection including but not limited to any additional attendance or inspection fees of the Fire Safety Inspector.
  - (h) **Occupier** means the occupier of a Lot from time to time.
  - (i) **Owner** means the owner of a Lot from time to time.
  - (j) **Owners Corporation** means the owners corporation created by the registration of strata plan no. 93301.
- 1.2 In this by-law, unless the context otherwise requires, a word which denotes:
- (a) the singular includes plural and vice versa;
  - (b) any gender includes the other genders;
  - (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015* (NSW); and
  - (d) references to legislation includes references to amending and replacing legislation.





BANNERMANS  
LAWYERS

**PART 2  
FIRE ALARMS AND FIRE SAFETY EQUIPMENT**

- 2.1 Any locking or safety device, screen, other device or structure installed must comply with the Fire Safety Requirements.
- 2.2 An Owner or Occupier must not interfere with, including changing any locking or safety device or any other device connected to the Fire Safety Equipment in a manner which would result in non-compliance with the Fire Safety Requirements.
- 2.3 For clarity, fire alarms within a lot are lot property and the Owner is responsible for the cost of replacing the batteries and ensuring that those fire alarms comply with the Fire Safety Requirements.
- 2.4 If an Owner or Occupier causes damage to or interferes with the Fire Safety Equipment whether located on a Lot or on common property, the Owner or Occupier will be liable for the full cost of repair and rectification of any Fire Safety Equipment.

**PART 3  
FAILURE TO COMPLY**

- 3.1 Without prejudice to any and all other claims the Owners Corporation may have under this by-law. An Owner or Occupier must indemnify the Owners Corporation for:
  - (a) the Non-Access Costs including any additional costs of a Fire Safety Inspector to conduct another inspection, however, such amount is to be apportioned between the non-complying lots which caused the need for a further inspection; and
  - (b) the Compliance Costs.

**Special by-law 10      Fire alarms**

**PART 1  
DEFINITIONS & INTERPRETATION**

- 1.1 In this by-law:
  - (a) **Automatic Fire Alarm Network Service Agreement** means any agreement between a provider and the Owners Corporation pursuant to which the provider is connected to Fire and Rescue NSW's automatic fire alarm system.
  - (b) **Common Property** means the common property in strata scheme 93301.
  - (c) **Fire Alarm** means a back-to-base fire alarm system installed on the Common Property and being the subject of an Automatic Fire Alarm Network Service Agreement.
  - (d) **Fire Alarm Costs** means:
    - (i) any charges imposed by Fire and Rescue NSW pursuant to the *Fire Brigades Act 1989*, the *Fire Brigades Regulation 2008* and the Automatic Fire Alarm Network Service Agreement in responding to activation of any Fire Alarm; and
    - (ii) any additional administrative fee associated with the charges referred to in clause 1.1(d)(i), pursuant to the Automatic Fire Alarm Network Service Agreement.
  - (e) **Fire and Rescue NSW** means the department of government established by the *Fire Brigades Act 1989* or any other authority, company or individual which replaces or performs that same function.



- (f) Lot means a lot in strata scheme 93301.
  - (g) Owner or Occupier means the owner or occupier of a Lot from time to time.
  - (h) Owners Corporation means the owners corporation created by the registration of strata plan registration no. 93301.
- 1.2 In this by-law a word which denotes:
- (a) the singular includes plural and vice versa;
  - (b) any gender includes the other genders;
  - (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*;
  - (d) references to legislation includes references to amending and replacing legislation; and
  - (e) references to a government body which is not bound by this by-law which ceases to exist or whose power or function is transferred to another government body, is a reference to the government body which replaces or substantially succeeds to the power or the function of the first government body.

## PART 2 CONDITIONS

- 2.1 An Owner or Occupier must not by willful or negligent act or omission, do or permit anything to be done to cause any Fire Alarm to be activated where such activation of the Fire Alarm could have been prevented by such Owner or Occupier.
- 2.2 The Owners Corporation is entitled to recover from an Owner or Occupier the Fire Alarm Costs paid by the Owners Corporation in relation to a breach of clause 2.1 of this by-law by an Owner or Occupier.
- 2.3 The Owners Corporation may:
  - (a) demand payment from an Owner or Occupier for any money outstanding under this by-law and recover this amount from the Owner or Occupier as a debt; and
  - (b) include reference to the debt on notices under section 184 of the *Strata Schemes Management Act 2015*.



### Approved Form 10

#### Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

\*that the initial period has expired.

~~\*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 93301 was affixed on <sup>^</sup> 20 July 2018 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Handwritten Signature] Name: Anthony Miranda Authority: Strata Manager

Signature: ..... Name: ..... Authority: .....

<sup>^</sup> Insert appropriate date  
\* Strike through if inapplicable.

