

# REGENCY HYDE PARK SP55468 STRATA BY-LAWS

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Instrument setting out the terms of by-laws to be created upon registration of the strata plan.

## By-Law 1 - Interpretation

1.1 *In these by-laws, unless a contrary intention appears:*

**Air Conditioning Plant** means air conditioning plant and associated pipes, wires, cables and ducts.

**Building** means the building constructed within the parcel.

**Exclusive Use Area C** means the common property designated “(c)” on the plan exhibited to the instrument which creates this by-law.

**Exclusive Use Area D** means the common property designated “(d)” on the plan exhibited to the instrument which creates this by-law.

**Exclusive Use Area E** means the common property designated “(e)” on the plan exhibited to the instrument which creates this by-law.

**Exclusive Use Area F** means the common property designated “(f)” on the plan exhibited to the instrument which creates this by-law.

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

**Grease Trap** means the grease trap which forms part of the common property.

**Lot 134 owner** means the owner for the time being of lot 134.

**Manager** means the person appointed by the owners corporation as the building manager.

**Managing Agent** means the person appointed by the owners corporation as its managing agent and, if no person is for the time being so appointed, the secretary of the owners corporation.

**Occupier** means a person who is:

(a) 18 years of age or over that age; and

(b) ordinarily resident or carrying on business in a lot.

**Security Key** means a key, magnetic card or other device or information required to open and close doors, gates or locks or to operate alarms, security systems or communications systems in the parcel.

**Sign** means a sign or signs indicating a name or type of business carried on or both.

**Special Uses Area B** means the common property designated “(b)” on Sheet 31 (Carpark – Level 2) and Sheet 34 (First Floor) on the plan exhibited to the instrument

*which creates this by-law, but excluding the common property designated “(b)” on Sheets 26 to 54 (3<sup>rd</sup> to 21<sup>st</sup> Floors) on the plan exhibited to the instrument which creates this by-law.*

**Strata Management Act** means the Strata Schemes Management Act 1996.

**1.2** *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; and*

*(b) words importing the singular include the plural and vice versa; and*

*(c) words importing a gender include any gender; and*

*(d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation, or other owners corporation and any Governmental Agency; and*

*(e) a reference to any thing includes a part of that thing; and*

*(f) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute; and*

*(g) a reference to a person includes a reference to the person’s executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns.*

## **By-Law 2 – Special uses Area A**

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By-Law 2 repealed at AGM 16<sup>th</sup> October 2007.

## **By-Law 3 - Special Uses Area B**

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Despite any other by-law, the Lot 134 owner has the right of exclusive use and enjoyment of and a special privilege to carry out lawful commercial activities on Special Uses Area B on the following conditions:

- a) the Lot 134 owner indemnifies the owners’ corporation against claims, demands and liability 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 of the rights conferred by this by-law; and
- b) the owners’ corporation’s power of entry into Special Uses Area B under section 65 of the Strata Management Act is not affected by this by-law; and
- c) the Lot 134 owner may enter into agreements with other persons for the provision of services or materials in connection with the exercise of the Lot 134 owner’s rights under this by-law; and

- d) the Lot 134 owner is responsible for the proper maintenance and keeping in a state of good and serviceable repair Special Uses Area B.

## **By-Law 4 – Air conditioning Plant**

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The owner of a Lot where the Air Conditioning Plant servicing the Lot is partly in the Lot and partly in common property or is wholly in common property has the right of exclusive use and enjoyment of and a special privilege in respect of that Air Conditioning plant on the following conditions:

- a) the owner indemnifies the owners' corporation against claims, demands and liability 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 of the rights conferred by this by-law of the owner's use of that Air Conditioning Plant; and
- b) the owner is responsible to comply with all requirements of any Governmental Agency in connection with that Air Conditioning Plant; and
- c) the owner is responsible for the running costs of that Air Conditioning plant; and
- d) the owner is responsible for the proper maintenance and keeping in a state of good and serviceable repair that Air Conditioning Plant; and
- e) the owner is responsible for the renewal or replacement of the Air Conditioning Plant, if necessary.

## **By-Law 5 - Grease Trap**

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Despite any other by-law, the owners for the time being of Lots 133 and 135 and the owners for the time being of any Lots into which those Lots are at any time subdivided have the joint right of exclusive use and enjoyment of and joint privileges in respect of the Grease Trap on the following conditions:

- a) the owners indemnify the owners' corporation against claims, demands and liability 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 of the rights conferred by this by-law or the use by those owners of the Grease Trap; and
- b) the owners are responsible to comply with the requirements of any Governmental Agency in connection with the Grease Trap; and
- c) the owner of Lot 135 is solely responsible for the proper maintenance and keeping in a state of good and serviceable repair of the Grease Trap and its renewal or replacement, if necessary.

## **By-Law 6 - Signage**

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6.1 Despite any other by-law, the owner for the time being of Lot 133 has the right of exclusive use and enjoyment of Exclusive Use Area C and the privilege to erect and use a Sign on Exclusive Use Area C on the conditions set out in the schedule to this by-law and the following conditions;

- a) the owners' corporation is responsible for the maintenance and keeping in a state of good and serviceable repair of Exclusive Use Area C; and
- b) despite by-law 6.1(a) the owner must maintain and keep in a state of good and serviceable repair any Sign erected by the owner.

6.2 Despite any other by-law, the Lot 134 owner has the right of exclusive use and enjoyment of Exclusive Use Area D and the privilege to erect and use a Sign on Exclusive Use Area D on conditions set out in the schedule to this by-law and the following conditions:

- a) the owners' corporation is responsible for maintenance and keeping in a state of good and serviceable repair of Exclusive Use Area D; and
- b) despite by-law 6.2(a) the owner must maintain and keep in a state of good and serviceable repair any Sign erected by the owner.

6.3 Despite any other by-law, the Lot 134 owner has the right of exclusive use and enjoyment of Exclusive Use Area E and the privilege to erect and use a Sign on Exclusive Use Area E on the condition set out in the schedule to this by-law and the following conditions:

- a) the owners' corporation is responsible for maintenance and keeping in a state of good and serviceable repair of Exclusive Use Area E; and
- b) despite by-law 6.3(a) the owner must maintain and keep in a state of good and serviceable repair any Sign erected by the owner.

6.4 Despite any other by-law, the Lot 135 owner has the right of exclusive use and enjoyment of Exclusive Use Area F and the privilege to erect and use a Sign on Exclusive Use Area F on the condition set out in the schedule to this by-law and the following conditions:

- a) the owners' corporation is responsible for maintenance and keep in a state of good and serviceable repair of Exclusive Use Area F; and
- b) despite by-law 6.4(a) the owner must maintain and keep in a state of good and serviceable repair any Sign erected by the owner.

## **The Schedule to By-Law 6**

1. The sign must not occupy the entire area of the applicable exclusive use area but must be aesthetically proportional to it and must correspond reasonably with other signs permitted under this by-law.
2. The installation of the Sign must be carried out in such a way as to minimise any damage to common property and in accordance with the reasonable requirements of the owners' corporation.
3. The Sign must contain only the trading name of the owners or occupier of the Lot and the nature of the business conducted in the Lot.
4. The owner or occupier must obtain the consent of any relevant Governmental Agency to the Sign.
5. The owner or occupier of the Lot must bear all costs associated with the Sign including the cost of electricity for illuminating it.

6. The owner or occupier of the Lot must maintain the Sign and, when necessary, replace it so that at all times it is safe and in a state of good and serviceable repair.
7. The owner or occupier of the Lot indemnify the owners' corporation against claims, demands and liability 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 of the rights conferred by this by-law or the installation or use of the Sign.
8. The owner must promptly make good to the reasonable satisfaction of the owners' corporation any damage to the applicable exclusive use area caused by the erection, maintenance, repair or removal of the Sign.

## **By-Law 7 - Behaviour by owners and occupiers**

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7.1 An owner or occupier of a Lot must not:

- a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot of any person lawfully using common property; or
- b) obstruct the lawful use of common property by any person.

7.2 An owner or occupier of a Lot when on common property or on any part of a Lot so as to be visible or audible from another Lot or from 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.

7.3 An owner or occupier of a Lot must not permit any child under the control of that owner or occupier to play on any area of common property or unless accompanied by an adult to be on any area of common property comprising a carparking area or other area of possible danger or hazard to children.

## **By-Law 8 - Compliance with by-laws**

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8.1 An owner or occupier of a Lot must take all reasonable steps to ensure that invitees of the owner or occupier comply with these by-laws. 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 leaves the parcel.

8.2 An owner of a Lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee, or licensee or other occupier of the Lot and any invitee of that lessee, licensee or occupier comply with these by-laws.

8.3 An owner or occupier of a Lot must use reasonable care when admitting invitees to the parcel and must not allow them to remain on the common property unsupervised except to the extent reasonably necessary for the ingress and egress of the invitee.

## **By-Law 9 - Compliance with laws**

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9.1 An owner or occupier of a Lot must at the owner's or occupier's own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any Governmental Agency.

9.2 An owner or occupier of a Lot must not use the Lot for any purpose that may impugn the good reputation of the strata scheme.

## **By-Law 10 - Condition of a Lot**

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An owner or occupier of a Lot must keep the Lot, including all glass in windows and all doors on the boundary of a Lot and so much of such windows and doors as is common property, clean and in good repair.

## **By-Law 11 - In Keeping With**

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11.1 An owner or occupier of a Lot must not, without prior written consent of the owners' corporation, maintain inside the Lot including, without limitation, any tinting of a glazed area on the boundary anything visible from outside the Lot that when viewed from outside the Lot is not in keeping with the rest of the Building.

11.2 An owner or occupier of a Lot must not, without the prior written consent of the owners' corporation, install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot.

11.3 An owner or occupier of a Lot must not:

operate or permit to be operated on the parcel any device or electronic equipment which interferes with any domestic appliance lawfully in use on the common property or in another Lot; or

without the prior written consent of the owners' corporation attach to or hang from the exterior of the parcel any aerial or wires.

## **By-Law 12 - Damage to common property**

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12.1 An owner or occupier of a Lot must not do or permit anything including, without limitation, bring or permit to be brought into the parcel any heavy article, which might cause structural damage to the Building.

12.2 An owner or occupier of a Lot must not, without the prior written consent of the owners' corporation, do anything to interfere with, damage or deface common property.

12.3 An owner or occupier of a Lot must not damage any lawn, plant, tree or garden forming part of common property or use for the owner's or occupier's purpose as a garden any part of the common property.

12.4 Despite Section 62 of the Strata Management Act, the owner of a Lot must maintain and keep in a state of good and serviceable repair and renew and replace as may be necessary or otherwise as reasonably required by the owners' corporation, any installation that services the Lot to which the consent of the corporation has been given under these by-laws.

### **By-Law 13 - Moving of certain articles**

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13.1 An owner or occupier of a Lot must not move any article likely to cause damage or obstruction through common property without first notifying the Managing Agent. The notice to the Managing Agent must be given in sufficient time to enable the Managing Agent to arrange for a representative of the owners' corporation to be present if it is considered necessary.

13.2 An owner or occupier of a Lot may only move an article likely to cause damage or obstruction through common property in accordance with directions of the Managing Agent.

### **By-Law 14 - Prevention of damage to common property**

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14.1 An owner or occupier of a Lot must not, without the prior written consent of the owners' corporation, interfere with common property or remove any article from the common property placed there by direction or authority of the owners' corporation and must use all reasonable endeavours to ensure that such items are used only for their intended use and not damaged.

14.2 An owner or occupier of a Lot must not, without the authority of the Managing Agent, interfere with the operation of any equipment installed in the common property.

14.3 An owner or occupier of a lot must not modify any existing air conditioning unit, ventilation system or associated ducting (whether or not such air conditioning unit, ventilation system or associated ducting is contained wholly within a Lot), without the prior written consent of the owners' corporation, which consent must not to be unreasonably withheld.

### **By-Law 15 - Security of common property**

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An owner or occupier of a Lot must not do or permit anything which may prejudice the security or safety of the parcel or the Building and, without limitation, an owner or occupier of a Lot must take all reasonable steps to ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in actual use.

### **By-Law 16 - Notification of defects**

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An owner or occupier of a Lot must promptly notify the Managing Agent of any damage to or defect in the common property vested in the owners' corporation.

## **By-Law 17 - Compensation to Owners' Corporation**

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The owner or occupier of a Lot must compensate the owners' corporation for any damage to the common property or personal property vested in the owners' corporation caused by that owner or occupier or any lessee, licensee or invitee of that owner or occupier.

## **By-Law 18 - Restricted use of common property**

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18.1 The executive committee of the owners' corporation must take all reasonable steps to ensure the security of the parcel from intruders and to preserve the safety of the parcel from fire or other hazard and if it considers it necessary or desirable must, without limitation:

- a) close off or restrict by means of Security Keys access to any part of the common property not required for access to a Lot on either a temporary or a permanent basis; or
- b) permit, to the exclusion of owners and occupiers, any designated part of the common property to be used by any security person as a means of monitoring the security of the parcel, either solely or in conjunction with any other parcel; or
- c) restrict by means of Security Keys the access of owners and occupiers of one level of the building to any other level of the building.
- d) The executive committee of the owners' corporation may make rules and regulations relating to ensuring the security of parcel from intruders.

## **By-Law 19 - Security keys**

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19.1 If the executive committee of the owners' corporation restricts the access of owners and occupiers under by-law 18 the executive committee may make available to owners free of charge the number of Security Keys the executive committee of the owners' corporation considers necessary. The executive committee of the owners' corporation may charge a reasonable fee for any additional Security Key required by an owner.

19.2 An owner of a Lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any occupier of a Lot and must take all reasonable steps including, without limitation, an appropriate agreement in any lease or licence of the Lot to ensure return of the Security Key to the owner or the executive committee of the owners' corporation.

19.3 An owner or occupier of a Lot in possession of a Security Key must not duplicate or permit the Security Key to be duplicated and must take all reasonable steps to ensure that the Security Key is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise than by returning it to the owner or the executive committee of the owners' corporation.

19.4 An owner or occupier of a Lot must promptly notify the owners' corporation if a Security Key is lost or destroyed.

## **By-Law 20 - Garbage**

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20.1 An owner or occupier of a Lot must not deposit on the common property any garbage except in a receptacle or area specifically provided for that purpose.

20.2 An owner or occupier of a Lot must dispose of garbage in the area designated for storage of garbage from that Lot in the following manner:

- a) bottles must be completely drained, cleaned and deposited in unbroken condition in the place designated for bottles; and
- b) paper products must be deposited in the place designated for recycling of paper products; and
- c) all other garbage must be drained and securely wrapped in small parcels and deposited (via a garbage chute, when appropriate) in the place designated for such garbage.

## **By-Law 21 - Storage of flammable liquids**

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21.1 An owner or occupier of a Lot which is primarily used for residential purpose must not use or store on that Lot or on common property any flammable chemical, liquids, gas, other material other than chemicals, liquids, gases or other material used or intended to be used in connection with domestic purpose.

21.2 An owner or occupier of a Lot which is primarily used for residential purposes must not use or store on that Lot or on common property any flammable chemical, liquids, gas, other material other than chemicals, liquids, gases or other material used or intended to be used in connection with commercial activity lawfully carried out on that Lot and only then in quantities reasonably necessary for those activities.

## **By-Law 22 - Insurance premiums**

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An owner or occupier of a Lot must not, without the prior written consent of the owners' corporation, do or permit anything which may invalidate, suspend or increase the premium for any insurance policy affected by the owners' corporation.

## **By-Law 23 - Signs**

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Subject to by-laws 6 and 24 an owner or occupier of a Lot must not, without the prior written consent of the owners' corporation, affix or exhibit any sign, lighted advertisement, name or notice to or any part of the parcel unless it will be inside the Lot and not visible from outside the Lot.

## **By-Law 24 - Signs for certain Lots**

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The owner or occupier of each of the Lots referred to in the schedule to this by-law may display a logo or advertise a product or service by way of a sign located at or on the inside surface of a glazed area on the boundary of the Lot on the following conditions :

- a) the sign must be professionally made and presented in a professional and tasteful manner and
- b) the sign must not be one which is constituted by or incorporates:
  - I. flashing lights; or
  - II. running fibre optics; or
  - III. temporary or permanent handwritten vinyl, cardboard or paper signs taped or otherwise affixed to glass; or is
  - IV. animated, flashing or moving; and
- c) the sign must not be of a type reasonably prohibited from time to time by the owners' corporation.

The Schedule to By-Law 24 -- Lots 133, 134 and 135

## **By-Law 25 - Animals**

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Subject to section 49(4) of the Strata Management Act, an owner or occupier of a Lot must not permit any animal on a Lot or on the common property,

## **By-Law 26 - Fire control**

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26.1 An owner or occupier of a Lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

26.2 The owners' corporation or the owner or occupier of a Lot must, in respect of the parcel or the Lot, as appropriate:

- a) consult with any relevant Governmental Agencies as to the appropriate fire alarm and fire sprinkler system for the parcel or the Lot; and
- b) ensure the provision of all adequate equipment to prevent fire or the spread of fire in or from the parcel or the Lot to the satisfaction of all relevant Government Agencies; and
- c) take all reasonable steps to ensure compliance with fire laws in respect of the parcel or the Lot.

## **By-Law 27 - Consent of owners' corporation**

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A consent given by the owners' corporation under these by-laws will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of resolution that the owner or occupier of the Lot to which the consent or approval relates is responsible for compliance with the conditions of the consent.

## **By-Law 28 - Complaints and applications**

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Any complaint or application to the Owners Corporation or its executive committee must be addressed in writing to the Managing Agent, the Chairman of the Executive Committee or the Secretary of the Executive Committee.”

## **By-Law 29 - Parking**

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Any owner or occupier of a Lot must not, without the prior written consent of the owners' corporation, park or stand any vehicle on any part of the common property.

## **By-Law 30 - Club Operator Agreement**

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By-Law 30 repealed at AGM 16<sup>th</sup> October 2007.

## **By-Law 31 - Obstruction of Club Operator**

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By-Law 31 repealed at AGM 16<sup>th</sup> October 2007.

## **By-Law 32 - Building Management Agreement**

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By-Law 32 repealed at AGM 16<sup>th</sup> October 2007.

## **By-Law 33 – Obstruction of Manager**

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- 33.1 An owner or an occupier of a lot must not:
- a) interfere with or obstruct the Manager in the performance of the Manager's duties under a building management agreement entered into between the owners corporation and the Manager; or
  - b) interfere with or obstruct the Manager in the use of any part of the common property designated by the owners corporation for use by the Manager.

## **By-Law 34 - Refurbishment of the common property**

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The owners corporation, in addition to the powers and authorities conferred on it by or under the Strata Management Act and any other by-law, has the power, authority and duty to refurbish common property including, without limitation, the foyer and lift cars, at periods not exceeding 8 years (or sooner if required) so that common property is kept to a standard commensurate with a first class residential apartment building.

## **By-Law 35 - Drying of laundry items**

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An owner or occupier of a Lot must not, without the prior written consent of the owners' corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from the outside of the building.

## **By-Law 36 - Notice of alteration to Lot**

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The owner or occupier of a Lot must not alter the structure of the Lot without giving the owners' corporation a written notice describing the proposed alterations at least 14 days before the commencement of the alteration.

## **By-Law 37 - Floor coverings**

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An owner of a Lot must ensure that floor space within the owner's Lot (other than that comprising a kitchen laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission from such floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another Lot.

## **By-Law 38 - Alteration to Lot 2**

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38.1 The owner of Lot 2 has the special privilege to carry out works in respect of Lot 2 without first obtaining the consent of the owners' corporation to the alteration of the common property as a result of those works;

38.2 Under this by-law 38, the owner of Lot 2 may alter the common property as a result of carrying out works in respect of Lot 2 but only to an extent which does not adversely affect the structural integrity of the common property;

38.3 Before exercising any rights under this by-law 38 the owner of Lot 2 must give the owners' corporation at least 28 days notice of the intention to carry out the works and a description of the works to be carried out.

38.4 Despite section 62 of the Strata Management Act the owner of Lot 2 must:

- a) repair any damage caused to any part of the common property by the carrying out of the works under this by-law 38; and
- b) maintain and keep in a state of good and serviceable repair any works carried out under this by-law 38 that forms part of the common property.

## **By-Law 39 - Special Right re Lot 133**

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39.1 Where there is in force an on restaurant liquor licence granted by the appropriate Governmental Agency and subject to compliance in all respects with that licence and all applicable laws by the owner and occupier of Lot 133, the owners' corporation may not raise any objection to the selling and serving of liquor in Lot 133.

39.2 Subject to compliance in all respects with all applicable laws by the owner and occupier of Lot 133, the owners' corporation may not raise any objection to the smoking of cigarettes in Lot 133.

39.3 Subject to the obtaining of all necessary approvals from Governmental Agencies and compliance in all respects with all applicable laws and all reasonable conditions imposed by the owners' corporation and by the owner and occupier of Lot 133, the owners' corporation may not raise any objection to the provision of outdoor seating on

the Elizabeth Street footpath adjacent to the building in connection with the business carried on in Lot 133.

## **By- Law 40 - Special rights re Lot 135**

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40.1 Where there is in force an on restaurant liquor licence granted by the appropriate Governmental Agency and subject to compliance in all respects with that licence and all applicable laws by the owner and occupier of Lot 135, the owners' corporation may not raise any objection to the selling and serving of liquor in Lot 135.

40.2 Subject to compliance in all respects with all applicable laws by the owner and occupier of Lot 135, the owners' corporation may not raise any objection to the smoking of cigarettes in Lot 135.

40.3 Subject to the obtaining of all necessary approvals from Governmental Agencies and compliance in all respects with all applicable laws and all reasonable conditions imposed by the owners' corporation by the owner and occupier of Lot 135, the owners' corporation may not raise any objection to the provision of outdoor seating on the Castlereagh Street footpath adjacent to the building in connection with the business carried on in Lot 135.

## **By-Law No. 41 Lot 131 Air Conditioning (Apt 2201)**

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### **41.1 Grant of Special Privilege and Exclusive Use Right**

On the conditions set out in this by-law the owner for the time being of Lot 131 (Apt 2201) (the "Owner") shall have a special privilege in respect of the common property to install and keep split system air conditioning and a right of exclusive use and enjoyment of that part of the common property affected by the installation of the split system air conditioning incorporating:

- (a) the installation of the condensing unit in the common property plant room on the roof of the building;
- (b) the drilling of holes in common property external walls and the ceiling of the Lot on levels 22 and 23 for the installation of ducting between the condensing unit and the internal air dispersal units; and
- (c) the connection of piping between the air dispersal units and the existing waste pipes in the Lot for drainage of condensation.

### **41.2. Definitions**

For the purposes of this by-law:

"Consent Authority" means:

- (a) the council having the function to determine a development application or an application for a complying development certificate in respect of the installation of the air conditioning; or
- (b) if the *Environmental Planning & Assessment Act 1979*, the regulations under that Act or an environmental planning instrument specifies a Minister of the New South Wales

Government or a public authority (other than a council) as having the function to determine the application – that Minister or public authority;

**“Executive Committee** means the executive committee of the Owners Corporation;

**"Lot"** means Lot 131 in the Strata Plan;

**"Owner"** means the owner from time to time of the Lot;

**"Owners Corporation"** means the owners corporation constituted by the owners of the lots in the Strata Scheme;

**"Plan"** means the plan of the Lot and common property prepared by Terry Thompson Project Management Pty. Limited depicting the installation site of the air conditioning condenser, ducting to internal air dispersal units and drainage, a copy of which plan was tabled at the meeting of the Owners Corporation approving this by-law and is appended or exhibited to the minutes of that meeting;

**"Strata Plan"** means Strata Plan 55468;

**"Strata Scheme"** means the strata scheme constituted upon registration of the Strata Plan.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 1996*, that word or phrase has the same meaning in this by-law.

### 41.3 **Conditions**

#### 41.3.1 **Prior to Installing Air Conditioning**

Prior to installing the air conditioning the Owner must obtain and provide to the Executive Committee:

- (i) any required approval of the Consent Authority for the installation of the air conditioning;
- (ii) certificate of currency of the insurance policy or policies of the contractor carrying out the installation of the air conditioning which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
  - A. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$5,000,000;
  - B. any insurance required in respect of the Works under Section 92 of the Home Building Act 1989; and
  - C. workers' compensation in accordance with applicable legislation.

#### 41.3.2 **Performance of Works**

In installing the air conditioning, the Owner must:

- (i) ensure that the installation is carried out in a good and workmanlike manner by licensed contractors in compliance with the Building Code of Australia and relevant Australian standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the Strata Scheme;
- (ii) install the air conditioning substantially in accordance with the Plan and, if applicable, as approved by the Consent Authority;

- (iii) transport all construction materials, equipment, debris and other material associated with the installation of the air conditioning over common property in the manner reasonably directed by the Executive Committee;
- (iv) keep all areas of the building outside the Lot clean and tidy throughout the installation of the air conditioning;
- (v) ensure that the installation of the air conditioning does not interfere with or damage the common property otherwise than as approved in this by-law or interfere with or damage the property of any other lot owner and, if any damage does occur, make good that damage within a reasonable period after that damage occurs.

#### **41.3.3 Completion of Installation**

If the approval of the Consent Authority is required for the installation of the air conditioning, on completion of the installation, the Owner must provide to the Owners Corporation the certificate of the Consent Authority that the installation of the air conditioning has been inspected by that Authority and that the installation complies with the conditions of any approval given by that Consent Authority.

### **41.4 Liability and Indemnity**

#### **41.4.1 Liability**

The Owner is liable for any damage caused to any part of the common property as a result of the installation of the air conditioning and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

#### **41.4.2 Indemnity**

The Owner must indemnify the Owners Corporation against any loss, damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the installation of the air conditioning, including without limitation any liability under section 65(6) of the *Strata Schemes Management Act 1996* in respect of any property of the Owner.

### **41.5 Other Rights and Obligations**

The Owner must, at the cost of the Owner, maintain the air conditioning (including but not limited to the fixtures and fittings installed as part of the installation of the air conditioning) in a state of good and serviceable repair and must renew or replace them whenever necessary.

#### **41.6 Costs**

The installation of the air conditioning and the preparation and registration of this by-law must be undertaken at the cost of the Owner.

### **41.7 Right to Remedy Default**

If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:

- (i) carry out all work necessary to perform that obligation;
- (ii) enter upon any part of the Lot to carry out that work;
- (iii) recover the costs of carrying out that work from the Owner,

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

### **By-Law 42 Awnings on Levels 22 and 23 (Apt 2201 & 2202)**

Despite any other by-law and on the conditions set out in this by-law, each of the owners for the time being of Lots 131 and 132 (each an "Owner" for the purpose of this by-law) shall have a special privilege in respect of the common property to install and keep awnings above the doorways and windows of the Lots on the eastern balconies of the Lots and a right of exclusive use of that part of the common property affected by the installation of the awnings.

The awnings may only be installed and kept on the common property exterior wall of each Lot on the condition that:

- a) The awnings proposed to be installed are of a type, colour, material and design which the executive committee, acting reasonably, considers prior to installation is appropriate for the strata scheme and, for that purpose, a Robusta heavy duty awning satisfies the criteria of type and design;
- b) The awnings installed in each of the Lots must be of the same type, colour, material and design and must be in keeping with the exterior appearance of the Building;
- c) Each Owner must keep the awning installed on the common property wall of that Owner's Lot clean and in a state of good and serviceable repair and must repair or replace any worn out or damaged awning as soon as practicable after the awning becomes worn out, defaced or damaged, in each case at the cost of that Owner;
- d) Prior to installing the awnings each Owner must obtain and provide to the executive committee any required approval of the Council of the City of Sydney for the installation of the awnings on the common property wall of that Owner's Lot;
- e) Each Owner is liable for any damage caused to any part of the common property as a result of the installation and keeping of the awnings on the common property wall of that Owner's Lot and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

For the avoidance of doubt, each Owner is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the awning installed on the common property wall of that Owner's Lot.

### **By-Law 42A (No Longer Applicable)**

**42A.1** Notwithstanding any By-Law to the contrary, the proprietor of Lot 123 (Apt 2001) in the strata plan shall have the right to keep the dog known as Tootsie being a 12 year Daschund cross female upon the subject lot and common property for the life time of such dog.

**42A.2** The proprietor or a responsible adult person shall at all times carry the dog in a covered bag while on the common property.

**42A.3** Upon the death of the dog or upon the sale of Lot 123, this By-Law shall cease to have any further effect or force."

## **By-Law No 43 Works within Lot 116 & Lot 111 (Apt 1801 & 1806)**

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### **43.1 Grant of Special Privilege and Exclusive Use Right**

On the conditions set out in this by-law, the owners for the time being (the "**Owners**") of lots 111 (Apt 1801) and 116 (Apt 1806) (the "**Lots**") shall have a special privilege to carry out building works for the purpose of refurbishing the Lots and a right of exclusive use and enjoyment of that part of the common property affected by the building works incorporating:

- (d) removal of all finishes and fittings in the kitchens and bathrooms in both Lots, the powder room in Lot 116 and the laundry in Lot 111;
- (e) penetration of the common property dividing wall between the Lots to full height and approximately one metre in width to create access between the Lots;
- (f) connection of all plumbing and sewerage services to the common property plumbing and sewerage services pipes in the riser from the new kitchen installed in Lot 111 in the place previously occupied by the main bedroom and ensuite bathroom in that Lot and in the new bathroom installed in Lot 116 in the place previously occupied by the kitchen in that Lot;
- (g) relocation of existing air conditioning units in the Lots and connection to the existing common property ducting in the riser;
- (h) removal of the existing two aluminium framed fixed glass panes and glass sliding door onto the eastern balcony of Lot 111 and replacement with two aluminium framed sliding glass doors and one fixed pane each of which having an external appearance aesthetically the same as the existing fixed glass panes and sliding door; and
- (i) removal of the window, sill and brickwork below the window in the existing kitchen on the northern wall of Lot 111 and replacement with an aluminium framed window having an external appearance aesthetically the same as the existing external windows and doors of the Lots.

### **43.2 Definitions**

For the purposes of this by-law:

**"Consent Authority"** means the Council of the City of Sydney;

**"Plans"** means the plans and drawings of the Works prepared by Tanner Architects, a copy of which were tabled at the meeting of the Owners Corporation approving this by-law and are appended or exhibited to the minutes of that meeting;

**"Works"** means and includes all of the building works described in clause 1.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 1996*, that word or phrase has the same meaning in this by-law.

### **43.3 Conditions**

#### **(a) Prior to Undertaking Works**

Prior to undertaking the Works, the Owners must obtain and provide to the Owners Corporation:

- (iii) if the approval of the Consent Authority is required for the performance of the Works, that approval;

- (iv) certificate of currency of the insurance policy or policies of the contractor carrying out the Works, which insurance is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
  - A. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$5,000,000;
  - B. any insurance required in respect of the Works under s 92 of the *Home Building Act 1989*; and
  - C. workers' compensation in accordance with applicable legislation;
- (v) the opinion of a structural engineer (reasonably acceptable to the Owners Corporation) to the effect that if the Works are carried out in a good and workmanlike manner substantially in accordance with the Plans, the Works will not adversely affect the structural integrity of the building or any part thereof.

**(b) Performance of Works**

In carrying out the Works, the Owners must:

- (vi) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with the Building Code of Australia and relevant Australian standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (vii) carry out the Works substantially in accordance with the Plans and, if applicable, as approved by the Consent Authority;
- (viii) take reasonable precautions to protect all areas of the building outside the Lots from damage by the Works.
- (ix) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (x) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (xi) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner otherwise than as approved in this by-law;
- (xii) make good any damage caused by the performance of the Works within a reasonable period after that damage occurs;
- (xiii) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owners, complete the Works within six months of their commencement.

**(c) Completion of Works**

If the approval of the Consent Authority is necessary to carry out the Works, on completion of the Works the Owners must provide to the Owners Corporation the certificate of the Consent Authority that the Works comply with the conditions of the approval given by the Consent Authority.

**43.4 Liability and Indemnity**

**(a) Liability**

(b) The Owners are liable for any damage caused to any part of the common property as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

**(c) Indemnity**

The Owners must indemnify the Owners Corporation and each other owner or occupier of a lot in the strata scheme against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation, lot owner or occupier as a result of or arising out of the Works or the performance thereof, including without limitation any liability under s 65(6) of the *Strata Schemes Management Act 1996* in respect of any property of the Owners.

**(d) Other Rights and Obligations**

- (i) The Owners must, at the cost of the Owners, maintain the alterations and additions installed in the course of the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.
- (ii) The Works must be undertaken at the cost of the Owners.
- (iii) The Owners must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

**(e) Right to Remedy Default**

If the Owners fail to comply with any obligation under this by-law, then the Owners Corporation may:

- (iv) carry out all work necessary to perform that obligation;
- (v) enter upon any part of the Lots to carry out that work;
- (vi) recover the costs of carrying out that work from the Owners,

and the Owners must indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

## **By-Law No 44 Apartment Occupants Numbers**

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- 1. The total number of adult persons ordinarily resident in any apartment is not to exceed twice the number of bedrooms. *Note: For example, a 2 bedroom apartment is limited to 4 adult persons, a 3 bedroom apartment to 6 adult persons etc.*
- 2. This by-law applies to existing and future occupancies.”

## **By-Law No 45 Minimum Tenancy Term**

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- 1. If any unit, other than commercial lots, contains tenants, each tenancy must be subject to a residential tenancy agreement for a term of at least three months.
- 2. This by-law applies to existing and future tenancies.

## **By-Law No 46 Despatch of Notices Electronically**

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46.1 The owner of a lot may notify the owners corporation in writing of an e-mail address of the owner for the service of notices under these by-laws or the Strata Management Act and

may amend that e-mail address from time to time by further notice in writing to the owners corporation.

- 46.2 If an owner of a lot notifies the owners corporation in writing of an e-mail address for the service of notices or an amendment of a previously-notified e-mail address, the owners corporation must record that e-mail address in the strata roll.
- 46.3 If an owner of a lot has notified the owners corporation in writing of an e-mail address for the service of notices, any notice required or authorised by the Strata Management Act or the by-laws to be served on an owner of a lot may be served on that owner by sending the whole of that notice (including all attachments to that notice) by e-mail to the owner at that e-mail address.
- 46.4 A notice served on the owner of a lot by e-mail in accordance with this by-law is deemed to have been duly served when transmitted by the sender, irrespective of whether the owner actually receives the email for whatever reason, and a delivery report will be conclusive evidence of that transmission.
- 46.5 It is the responsibility of the owner of a lot to ensure that the email addressed notified under this by-law is up to date and that there is sufficient electronic storage space for that email address to receive any notices sent under this by-law.

Nothing in this by-law restricts or affects the service of notices to owners otherwise in accordance with the Strata Management Act.

## **By-law No 47 Licence of Common Property Storage Areas**

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- 47.1 The owners corporation is authorised to construct on the common property such enclosures as the executive committee, acting reasonably, considers appropriate for use as storage areas under licence by owners or occupiers of lots in the strata scheme from time to time.
- 47.2 The owners corporation has authorised the grant of a licence to an owner or occupier of a storage area on such terms and conditions as the executive committee considers reasonable and appropriate (including the payment of a licence fee) but subject to the provisions of this by-law.
- 47.3 An owner or occupier of a lot who is licensed by the owners corporation to use a storage area must:
- (a) pay the licence fee determined by the executive committee at the time or times specified by the executive committee;
  - (b) keep the storage area clean and tidy;
  - (c) use the storage area solely for the storage of goods and chattels owned by that owner or occupier;
  - (d) not keep within the storage area any flammable material such as paint, solvent, chemicals, butane or other gas or any item which in the opinion of the executive committee, reasonably held, is a dangerous, noxious or flammable substance or constitutes a hazard or fire risk;
  - (e) subject to the statutory obligations of the owners corporation to repair and maintain common property, rectify any damage caused to the storage area by

- the owner or occupier as soon as practicable after that damage has occurred;  
and
- (f) remove all goods and chattels from that storage area upon termination of the licence, leave the storage area clean and tidy and make good any damage to the storage area, fair wear and tear excepted.
- 47.4 If in the opinion of the executive committee, reasonably held, an owner or occupier is in breach of clause 47.3(c) or clause 47.3(d) of this by-law, the executive committee may by resolution determine that specified items must be removed from the storage area and give to the owner or occupier to whom the storage area is licensed a notice requiring their removal.
- 47.5 If the executive committee gives an owner or occupier to whom a storage area is licensed a notice requiring the removal of specified items from that storage area, the owner or occupier must comply with that notice and remove those items from the storage area within 14 days of the notice being served on the owner or occupier, in default of which the executive committee may by notice to the owner or occupier terminate the licence and remove, or procure the removal of, all of the goods and chattels from the storage area and dispose of them in such manner as the executive committee deems fit.
- 47.6 Without limiting clause 47.5 of this by-law, if an owner or occupier to whom a storage area is licensed commits a material breach of clause 47.3 (other than paragraphs (c) or (d)) or purports to commit a breach of clause 47.9 of this by-law, the executive committee may serve a notice on that owner or occupier requiring the breach to be rectified within a period of not more than one month after the date on which the notice is served.
- 47.7 If the executive committee serves a notice on an owner or occupier under clause 47.6 of this by-law and that owner fails to rectify the breach either within the time specified in the notice or at all, the executive committee may by notice to the owner or occupier terminate the licence and remove, or procure the removal of, any and all goods and chattels stored in the storage area and dispose of them in such manner as the executive committee deems fit,.
- 47.8 The termination of a licence by the executive committee in accordance with clauses 47.5 or 47.7 of this by-law shall not give rise to any liability on the part of the executive committee or any member thereof or the owners corporation for any loss or damage suffered or alleged to be suffered by an owner or occupier as a result of the termination of the licence.
- 47.9 A licence of a storage area granted to an owner or occupier under this by-law is personal to that owner or occupier and is not capable of being leased, sub-licensed, transferred, sold or assigned by that owner or occupier to any other owner or occupier or any other person.

- 47.10 The keeping of any goods and chattels in any storage area shall be at the risk of the owner or occupier to whom the storage area is licensed and neither the owners corporation nor any owner or occupier of a lot shall be liable for any loss or damage to any goods or chattels stored or kept in any storage area.
- 47.11 For the avoidance of doubt, a licence of a storage area to an owner or occupier terminates upon the termination of that owner or occupier's occupation of a lot in the strata scheme.

## **By-law No 48 Hard Flooring within Lots**

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- 48.1 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 or sounds likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

An owner of a lot must not install hard flooring, as defined in this By-Law, to the lot owned without the written consent of the Owners' Corporation. A request for such consent must be in writing and must be accompanied by:

- (i) A description of the proposed product;
- (ii) The name of the supplier;
- (iii) Evidence that adequate insulation will be provided to prevent the transmission from the floor space of noise or sounds likely to disturb the peaceful enjoyment of the owner or occupier of another lot; and
- (iv) Evidence of compliance with the then current Building Code of Australia.

- 48.2 Any consent given by the Owners' Corporation under this By-Law shall be subject to the following conditions:

- (i) All costs associated with the installation and future maintenance of the hard flooring to be the responsibility of the lot owner concerned.
- (ii) The lot owner concerned must indemnify the Owners' Corporation against any liability or expense incurred by the Owners' Corporation arising out of or incidental to the installation and/or maintenance of the hard flooring.
- (iii) The lot owner concerned must make good any common property damaged in the course of, or by reason of, the installation and/or maintenance of the hard flooring.
- (iv) The lot owner concerned must ensure that the installation and/or maintenance of the hard flooring is undertaken in a proper and tradesman-like manner in

accordance with the then current Building Code of Australia, any legislation, and any applicable manufacturer's specifications and/or standards.

- (v) An independent expert certification that the installation works have been carried out in accordance with the then current Building Code of Australia must be obtained at the cost of the lot owner concerned and a copy of such certification must be provided to the Owners' Corporation within 21 days of the completion of the installation works.

48.3 For the purposes of this By-Law, "hard flooring" means flooring or floor coverings other than carpet of at least the minimum thickness of the carpet originally laid when the building was constructed.

48.4 This By-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom which was used, or was capable of being used, as such without structural modification as at the date of the commencement of this by-law.

## **By-Law No 49 Works within Lot 127 (Apt# 2101)**

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### **49.1 Grant of Special Privilege and Exclusive Use Right**

On the conditions set out in this by-law, the owner(s) for the time being (the "**Owner**") of lot 127 (the "**Lot**") shall have a special privilege to carry out building works for the purpose of refurbishing the Lot and a right of exclusive use and enjoyment of that part of the common property affected by the building works incorporating:

- a) removal of all finishes and fittings in the kitchen, laundry and bathrooms in the Lot;
- b) penetration of the common property floor slab in bathroom 1, for the purpose of relocating plumbing and sewerage services to the common property plumbing and sewerage services; and
- c) removal of the window, sill and brickwork below the window in the living /dining room on the northern wall and replacement with an aluminum framed window having an external appearance aesthetically the same as the existing external windows and doors of the Lot.

### **49.2 Definitions**

For the purposes of this by-law:

**"Consent Authority"** means the Council of the City of Sydney;

**"Plans"** means the plans of the Works prepared by Burley Katon Halliday Pty Ltd, a copy of which were tabled at the meeting of the Owners Corporation approving this by-law and are appended or exhibited to the minutes of that meeting;

**"Works"** means and includes all of the building works described in clause 1.

Where any word or phrase has a defined meaning in or for the purpose of the *Strata Schemes Management Act 1966*, that word or phrase has the same, meaning in this by-law.

### **49.3 Conditions**

#### **a) Prior to Undertaking Works**

Prior to undertaking the Works, the Owner must obtain and provide to the Owners Corporation:

- i. if the approval of the Consent Authority is required for the performance of the Works, that approval;
- ii. certificate of currency of the insurance policy or policies of the contractor carrying out the Works, which insurance is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
  - A. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$5,000,000;
  - B. any insurance required in respect of the Works under s 92 of the *Home Building Act 1989*; and
  - C. workers compensation in accordance with applicable legislation;
- iii. the opinion of a structural engineer (reasonably acceptable to the Owners Corporation) to the effect that if the Works are carried out in a good and workmanlike manner substantially in accordance with the Plans, the Works will not adversely affect the structural integrity of the building or any part thereof.

#### **b) Performance of Works**

In carrying out the Works, the Owner must;

- iv. ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with the Building Code of Australia and relevant Australian standards and in such way as to minimize disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- v. carry out Works substantially in accordance with the Plans and , if applicable, as approved by the Consent Authority;
- vi. take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;
- vii. transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- viii. only perform the Works at times approved by the Owners Corporation (acting reasonably);
- ix. ensure that the Works do not interfere with or damage the common property or the property of any other owner lot owner otherwise than as approved in this by-law;
- x. make good any damage caused by performance of the Works within a reasonable period after that damage occurs;
- xi. subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within six months of their commencement.

### **49.4 Completion of Works**

If the approval of the Consent Authority is necessary to carry out the Works, on completion of the Works

the Owner must provide to the Owners Corporation the certificate of Consent Authority that the Works comply with the conditions of the approval given by the Consent Authority.

#### **49.5 Liability and Indemnity**

##### **a) Liability**

The Owner is liable for any damage caused to any part or the common property as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

##### **b) Indemnity**

The Owner must indemnify the Owners Corporation and each other owner or occupier of a lot in the strata scheme against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation, lot owner or occupier as a result of or arising out of the Works or the performance thereof, including without limitation any liability under s 65(6) of the *Strata Schemes Management Act 1996* in respect of any property of the Owners.

##### **c) Other Rights and Obligations**

- i. The Owner must, at the cost of the Owner, maintain the alterations and additions installed in the course of the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.
- ii. The Works must be undertaken at the cost of the Owner.
- iii. The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

##### **d) Right to Remedy Default**

If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:

- i. Carry out all works necessary to perform that obligation;
- ii. Enter upon any part of the Lot to carry out that work;
- iii. Recover the cost of carrying out that work from the Owner,

and the Owner must indemnify the Owners Corporation against any legal action or liability flowing from action of the Owners Corporation pursuant to this clause.

## **By-Law No 50 Window Awnings Lot 127 (Apt# 2101)**

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50.1 Despite any other by-law and on the conditions set out in this by-law, the owner for the time being (“the **Owner**”) of lot 127 (“the **Lot**”) shall have a special privilege in respect of the common property to install and keep

awnings above the doorways and windows of the Lot on the balconies of the Lot and a right of exclusive use of that part of the common property affected by the installation of the awnings.

50.2 The awnings may only be installed and kept on the common property exterior wall of the Lot on the condition that:

- a) The awnings proposed to be installed are of a type, colour, material and design which the executive committee, acting reasonably, considers prior to installation is appropriate for the strata scheme and, for that purpose, a Robusta heavy duty awning satisfies the criteria of type and design;
- b) The awnings installed in the Lot must be of the same type, colour, material and design and must be in keeping with the exterior appearance of the Building;
- c) The Owner must keep the awning installed on the common property wall clean and in a state of good and serviceable repair and must repair or replace any worn out or damaged awning as soon as practicable after the awning becomes worn out, defaced or damaged, at the cost of the Owner;
- d) Prior to installing the awnings the Owner must obtain and provide to the executive committee any required approval of the Council of the City of Sydney for the installation of the awnings on the common property wall of the Lot;
- e) The Owner is liable for any damaged caused to any part of the common property as a result of the installation and keeping of the awnings on the common property wall of the Lot and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.