



AP802066U

Form: 15CH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

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 CF/SP57218	
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(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any KANE REGISTRATION SERVICES LLPN123818G	CODE
	30P	Reference: LGS57218	CH

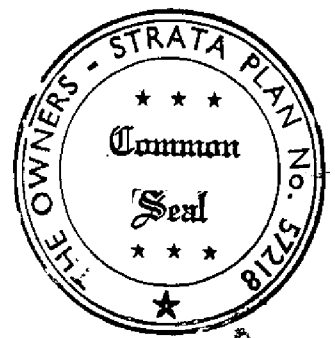
- (C) The Owners-Strata Plan No. 57218 certify that a special resolution was passed on 26/11/2019
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
 Added by-law No. NOT APPLICABLE
 Amended by-law No. 9, 14, 15, 16, 42 & 50
 as fully set out below:

Please see attached in 'Annexure 1' to the 15CH Form the Consolidated By-Laws for Strata Plan 57218 which includes amended By Laws Nos 9, 14, 15, 16, 42 & 50.

- (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 1
- (G) The seal of The Owners-Strata Plan No. 57218 was affixed on 16/12/2019 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: *Donna Bartley*
 Name: Donna Bartley
 Authority: Strata Managing Agent

Signature:
 Name:
 Authority:



ANNEXURE 1

CONSOLIDATED BY LAWS

STRATA SCHEME 57218

The seal of The Owners-Strata Plan No **57218** was affixed on **16/12/2019** 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(s): 

Name(s) [use block letters]: DONNA BARTLEY

Authority: STRATA MANAGING AGENT



SP 57218

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THE MENKENS APARTMENTS HANDBOOK

PART B

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BY-LAWS

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

2.1 An owner or occupier of a lot must not park or stand any motor or other vehicle or boat or trailer on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle or boat or trailer on common property except with the prior written approval of the Owners' Corporation.

2.2 The Owners' Corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property where the parking or standing of a motor vehicle or other vehicle or trailer on common property is due to the moving of furniture and other objects on or through the common property in accordance with by-law 13 or due to an emergency as reasonably determined by the Owners' Corporation.

2.3 The owner or occupier of a lot must not park or stand any motor or other vehicle or boat or trailer on any other lot or permit any invitees of the owner or occupier to park or stand any motor or other vehicle or boat or trailer on any other lot.

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

5.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the Owners' Corporation.

5.2 An approval given by the Owners' Corporation under sub-clause 5.1 cannot authorise any addition to the common property.

5.3 This by-law 5 does not prevent an owner or person authorised by an owner from installing:

- a) any sign to advertise the activities of the occupier of the lot if the Owners' Corporation has specified locations for such signs and that sign is installed in the specified locations, or
- b) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- c) any locking device to prevent harm to children
- e) provided that any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building

- 5.4** Despite any rule or law to the contrary, including 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 sub-clause 5.3 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 sub-clause 5.3 that forms part of the common property and that services the lot.
- 5.5** An owner or occupier of a lot shall not install insect or security screens to any windows or doors, except with written approval of the Owners' Corporation, such written approval to include the type, location, colour and appearance of such screen or screens.

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

- 7.1** An owner or occupier of a lot must not permit any child over 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 storage area, sauna, pool, gymnasium, terrace, car parking area or other area of possible danger or hazard to children.
- 7.2** Skateboards and roller blades are prohibited from use on any part of the common property or access ramps or egress ramps to the building.

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property or parking spaces in the Strata Scheme car park.

- 9.1** An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior approval of the Owners' Corporation.
- 9.2** An owner or occupier of a lot must not place any items of a personal nature in the common property e.g.: doormats, shoes, private art works or name plaques.
- 9.3** An owner or occupier must not store any items other than allowed by this By Law in a car parking space or on common property in the car park, except in a single locker or cupboard of a design approved by the Owners' Corporation
- 9.4** Storage of bicycles shall be allowed on designated car spaces, on wire mesh adjacent to car space and on designated areas where bicycle hooks are provided.
- a) Storing of these items shall not impede pedestrian access, vehicular access or Fire Equipment access.
 - b) Storage of motor bikes, scooters, mobility scooter and tricycles shall be stored in the owners car space.

9.5 The owner or occupier of a lot must not without the prior written consent of the Owners Corporation operate a motorised mobility scooter within or through the common property under motorised power (other than the garage)

- a) All motorised mobility scooters must be moved without power within or through the common property for safety reasons.
- b) Mobility Scooters shall only be kept within the Owner or Occupiers car space or within the apartment.

10 Drying of laundry items

An owner or occupier of a lot must not hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building.

11 Cleaning windows and doors

An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:

- a) the Owners' Corporation resolves that it will keep the glass or specified part of the glass clean, or
- b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

12 Storage of inflammable liquids and other substances and materials

- 12.1** 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.
- 12.2** This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- 12.3** An owner or occupier of a lot must not, under any circumstances use or store in the storeroom facility any inflammable chemical, liquid, gas, gas cylinders or other inflammable material.

13 Moving furniture and other objects on or through common property

- 13.1** An owner or occupier of a lot must not transport any furniture, large object or delivery through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- 13.2** The Owners' Corporation may resolve that any furniture, large object or delivery is to be transported through or on the common property (whether in the building or not) in a specified manner.
- 13.3** If the Owners' Corporation has specified, by resolution, the manner in which furniture, large object or delivery is to be transported, then an owner or occupier of a lot must not transport any furniture, large object or delivery to and from the lot through or on common property except in accordance with that resolution.
- 13.4** An owner or occupier of a lot must give sufficient notice to the executive committee prior to using the lift to transport any furniture, large objects or deliveries and they must utilise the protective aprons provided by the Owners' Corporation to prevent damage to the lift.

14 Floor Coverings

- 14.1 An Owner of a Lot must notify the Owner's Corporation at least 14 days before changing any of the floor coverings or surfaces of the lot. Such notice must specify the proposed floor coverings or surface and what measures are being taken to minimise transmitted noise.
- 14.2 This by-law does not affect any requirement by law to obtain consent for, approval for or any other authorisation for the changing of floor coverings or surface concerned.

15 Garbage Disposal

- 15.1 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 refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, **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.
- 15.2 Sub-clause 15.1 does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- 15.3 An owner or occupier of a lot must make their own private arrangements for disposing of recyclable waste, if this action is deemed preferable to disposing of all waste using the shared receptacles.
- 15.4 An owner or occupier of a lot must not store any recycling containers or other receptacles on common property.
- 15.5 An Owner or Occupier of a Lot must not leave bins or other receptacles on the footpath on or about the property other than for emptying the contents thereof.
- 15.6 While ever any Lot is not used exclusively for residential purposes the Owner or Occupier of any such Lot must make their own provisions for storage of waste within their Lot and must dispose of the waste at their own expense, not using the common receptacles in the building.

16 Keeping of Animals

- (1) Subject to section 157 of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners' corporation, keep any small animal (except fish kept in a secure aquarium on the lot) on the lot or the common property
- (2) The owners' corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
- (3) If an owner or occupier of a lot keeps an approved animal on the lot then the owner or occupier must:
 - (a) Keep the animal within the lot;
 - (b) Carry the animal or keep the animal on a short lead when it is on the common property;
 - (c) Take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal; and
 - (d) Comply with any by-law relating to noise including noise made by the animal in the lot or on common property.
- (4) If an owner or occupier keeps an approved animal on a lot and fails to comply with Clause (3) then the owners' corporation may warn the owner or occupier to comply or after three unheeded warnings may revoke the approval and require the owner or occupier to remove the animal from the lot.

17 Appearance of a lot

- 17.1** The owner or occupier of a lot must not, except with 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.
- 17.2** This by-law is subject to and does not override by-law **10**.
- 17.3** The owner or occupier of a lot must not, except with the prior written approval of the Owners' Corporation, affix or project any signs including For Sale or For Lease signs on or from any window or other part of the building or common property.

18 Change in use of lot to be notified

- 18.1** The owner or occupier of a lot must not use anything on the common property for any purpose other than that for which it was intended.
- 18.2** The owner or occupier of a lot must not, without the prior written consent of the Owners' Corporation, use a lot for any other purpose than a residence. This by-law does not apply to lots 17, 35 & 36.
- 18.3** The Owners' Corporation will not grant its consent under by-law **18.2** unless the proposed use of the lot is principally as a residence.
- 18.4** If an owner or occupier of a lot is granted consent by the Owners' Corporation under by-law **18.2**, the proposed use of the lot must be consented to by Newcastle City Council.
- 18.5** The owner or occupier of a lot must not, without the prior written consent of the Owners' Corporation, use or permit any lot to be used for holiday lettings, any other type of short stay accommodation or as a serviced apartment.
- 18.6** The owner and occupier of a commercial lot must not without the prior written consent of the Owners' Corporation alter the use of such lot from commercial to residential, and such consent may be refused or withheld at the absolute discretion of the Owners' Corporation.

19 Preservation of fire safety

- 19.1** The owner or occupier of a lot must not do anything or permit any invitee of the owner or occupier to do anything 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.
- 19.2** The owner or occupier of a lot must not store any items of a personal nature in the fire stairs, or fire exit passages, or in the car park, except as provided for in sub-clause **9.3**. Bicycles and motor cycles must not be parked in fire stairs or fire exit passages.
- 19.3** No smoking is permitted in common areas including lift, pool, gymnasium, foyers, terrace, sauna, storage area or car park.

20 Prevention of hazards

The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

21 Provision of amenities or services

21.1 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 owner or occupier of one or more of the lots:

- a) security services,
- b) promotional services,
- c) advertising,
- d) commercial cleaning,
- e) domestic services,
- f) garbage disposal and recycling services,
- g) electricity, water or gas supply,
- h) telecommunication services (for example, cable television).

21.2 If the Owners' Corporation makes a resolution referred to in sub-clause **21.1** 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.

Note: Section 111 of the Act provides that an Owners' Corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

22 Controls on hours of operation and use of facilities

22.1 The Owners' Corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:

- a) that commercial or business activities may be conducted on a lot or common property only during certain times,
- b) that facilities situated on the common property may be used only during certain times under certain conditions.

22.2 An owner or occupier of a lot must comply with a determination referred to in sub-clause **22.1**.

22.3 Except with the prior written consent of the Owners' Corporation, no owner or occupier may lease, license or sub-let or otherwise part with possession of any car park space independently from any permitted lease, licensing or sub-letting of a lot as a whole.

23 Common Facilities

For purposes of interpretation the term "Common Facilities" means the swimming pool and surrounding common area, the gymnasium, the terrace and barbecue area, the sauna and foyers.

The Common Facilities, with the exception of the foyers, are available for use by the owners and occupiers of all lots used for residential purposes.

24 Control, Management, Operation, Maintenance and Repair of Common Facilities

The Owners' Corporation is responsible for the control, management, operation, maintenance and repair of Common Facilities.

25 Rules and Regulations Regarding Common Facilities

The Owners' Corporation is empowered to make rules and regulations relating to the management and operation of the Common Facilities.

26 Swimming Pool and Sauna

The following conditions apply to the use of the swimming pool, sauna & associated facilities:

- a) The swimming pool, sauna and associated facilities are available for use by the Owners and occupiers of lots and any person on the common property with the consent, express or implied, of the owner or occupier of a lot.
- b) The swimming pool, sauna and associated facilities may only be used between the hours of 6 am and 10 pm or other hours approved by the Owners' Corporation or the Executive and the Owners' Corporation or its Executive may determine that the swimming pool, sauna and associated facilities be temporarily locked and access prevented for the purpose of maintenance, service and repair.
- c) Children must only use the swimming pool, sauna & associated facilities if accompanied and supervised by an adult in accordance with relevant signage.
- d) Glass objects, drinking glasses and sharp objects are not permitted in the swimming pool, sauna and associated facilities and no alcoholic beverages are permitted to be taken to or consumed in or around the swimming pool, sauna and associated facilities.
- e) Running, ball playing, noisy and hazardous activities are not permitted in the swimming pool, sauna & associated facilities and all people using the swimming pool and sauna area must conduct themselves in a manner so as not to unreasonably disturb other people using the swimming pool, sauna and associated facilities.
- f) Swimming pool and sauna equipment must not, except with the approval of the Owners' Corporation, be interfered with, operated or adjusted.
- g) Pets are prohibited in the swimming pool and sauna area.

27 Terrace (Piazza)

There are no Barbecue facilities provided on the terrace however an owner or occupier may make application to the Owners' Corporation for permission. Once permission has been granted, the following conditions apply to the use of the terrace:

- a) Suitable precautions are to be made to ensure the Barbecue does not allow spillage onto the paved area of the terrace (i.e. a drop sheet);
- b) The Barbecue area and the terrace are to be left free of rubbish and in a clean and tidy state;
- c) The hours of use are between 7.00am and 10.00pm or other hours as approved by the Owners' Corporation;
- d) Children must only use the terrace area if accompanied and supervised by an adult.

28 Gymnasium

The following conditions apply to the use of the gymnasium:

- a) the gymnasium is available for use only by the owner and occupier of a lot and any person with the consent of the owner or occupier of a lot;
- b) the gymnasium may only be used between the hours of 6am and 10pm or by other hours nominated by the Owners' Corporation or its Executive and the gymnasium may be temporarily locked and access prevented for the purposes of maintenance, service and repair;
- c) Children may only use the gymnasium if accompanied and supervised by an adult in accordance with the relevant signage;



- d) People using the gymnasium must be suitably attired and wear shoes, trousers or shorts and singlets or t-shirts or other appropriate gymnasium wear. All people using the gymnasium must conduct themselves in a manner so as to not unreasonably disturb other people using the gymnasium.

29 Security

- 29.1 The Owners' Corporation may restrict access to the Common Facilities and to the carpark and the building by means of security keys.
- 29.2 The Owners' Corporation may make security keys available to Owners and occupiers of lots and persons authorised by the Owners' Corporation.
- 29.3 A person to whom a security key is made available must:
- a) not duplicate or copy the security key;
 - b) immediately notify the Owners' Corporation if the security key is lost or misplaced;
 - c) when requested by the Owners' Corporation, immediately return the security key to the Owners' Corporation; and
 - d) take all reasonable steps to safeguard the security key against loss, damage or theft.
- 29.4 Owners, occupiers and/or residential and commercial property managers will be responsible for arranging replacement of lost security keys after authorisation has been given by the Owners' Corporation. Identification and/or proof of tenancy will be required prior to authorisation for replacement keys.
- 29.5 The Owners' Corporation may make arrangements for security of the building, including but not limited to the
- a) installation of security video cameras and recorders or other monitoring devices in common areas;
 - b) regulation of operating times of electronically actuated locks in entry and exit doors;
 - c) monitoring of the use of DKS magnetic strip keys by computer.

30 Control of Lessees and Licensees

An owner of a lot which is the subject of a lease or licence agreement must provide the lessee or licensee with a copy of these by-laws and take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot, and any person on the common property with the consent of the lessee or licensee, complies with these by-laws.

31 Owner and Occupier Responsible for Others

- 31.1 An owner or occupier of a lot must take all reasonable steps to ensure that his or her invitees comply with these by-laws.
- 31.2 If any person, being an invitee of owner or occupier of a lot, does not comply with these by-laws, then the owner or occupier must take all reasonable steps to ensure that the invitee immediately leaves the building and the common property.
- 31.3 If these by-laws prohibit an owner or occupier of a lot from doing a thing, the owner or occupier must not allow or cause another person to do that same thing.



32 Owners' Corporation's Right to Recover Money

The Owners' Corporation may recover any money owing to it under these by-laws as a debt.

33 Reimbursement of Costs, Charges and Expenses

- 33.1** An owner or occupier of a lot must pay or reimburse the Owners' Corporation on demand for any expenses of the Owners' Corporation in connection with the contemplated or actual enforcement or preservation of any rights under these by-laws in relation to the owner or occupier.
- 33.2** The costs, charges and expenses incurred under by-law **33.1** include, without limitation, legal and other expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with those events.
- 33.3** An owner or occupier of a lot must reimburse the Owners Corporation on demand for any expenses incurred in repairing damage to common property whether the damage be accidental or intentional.

34 Things Done at Owners or Occupiers Cost

Anything which an owner or occupier of a lot is required to do under these by-laws must be done at the cost of the owner or occupier.

35 Owners' Corporation Not Liable for Damages

The Owners' Corporation is not liable for damages to or loss of property or injury to any person in or near the common property or common facilities due to any cause other than the negligence or fraud of the Owners' Corporation or any employee or agent of the Owners' Corporation.

36 Interest on Overdue Money

- 36.1** An owner or occupier of a lot must pay the Owners' Corporation interest on any amount that is due for payment and remains unpaid from and including the date it is due for payment.
- 36.2** Interest will be calculated on daily balances at the rate equal to 2% per annum above the rate quoted from time to time by the Owners' Corporation bankers (as nominated by the Owners' Corporation) on overdraft accommodation in excess of \$100,000.
- 36.3** Interest which is not due for payment may be capitalised by the Owners' Corporation at monthly intervals and interest is payable on capitalised interest at the rate and in the manner referred to in by-law **36.2**
- 36.4** Nothing in this by-law prevents the Owners' Corporation from recovering any amount exceeding the interest calculated under this by-law as a consequence of any amount not being paid when due.

37 Compliance with Requirements of Authorities

An owner or occupier of a lot or invitee must comply on time with all requirements and orders of authorities and all laws in connection with the lot and the use or occupation of that lot.

38 Notices to be Observed

An owner or occupier of a lot or invitee must comply with the terms of any notice displayed on common property or by the Owners' Corporation, a service provider or any other relevant authority.



39 Certificate

A certificate signed by the Owners' Corporation, its managing agent or the secretary about a matter or sum payable to the Owners' Corporation in connection with these by-laws or the Strata Schemes Management Act 1996 is prima facie evidence of the amount or any other factual matter stated in it.

40 Communication with Owners' Corporation

Any complaint, notice, request or application to the Owners' Corporation must be addressed in writing to the Strata Manager or Chairperson as appropriate.

41 Approval of Owners' Corporation

The Owners' Corporation may give conditionally or unconditionally or withhold its approval under these by-laws in its absolute discretion unless expressly provided otherwise in these by-laws.

42 Glass barriers on balconies

The owner of lot 14 and any other Owners who obtain written authority from the Owners' Corporation prior to installation shall have permission to interfere with the common property for the purpose of installing a barrier on the inside of the balcony balustrade subject to the following conditions: -

- a) that all necessary consents are obtained from concerned statutory authorities by the owner prior to installation;
- b) that the installation is at the cost of the owner and that future maintenance of the installation is without contribution from the Owners' Corporation.
- c) that the installation is installed in a workmanlike manner;
- d) that the barrier be clear safety glass in a suitable frame;
- e) that the barrier not exceed the height of the balcony balustrade;
- f) that the barrier be affixed to the inside of the balcony balustrade safely and securely;
- g) that the owner from time to time of the lot shall maintain the installation in a state of good repair as directed by the Owners' Corporation.

Balustrades installed in July 2019 are Common Property and shall be treated in accordance with By Law 5.

43 Awnings/Sun control Devices

The Owners are permitted to construct an awning (sun control device) on the balconies of Apartment 28 (lot 31) and Apartment 29 (lot 16) subject to the following conditions;

- a) that prior to the application being made the Owners' Corporation be provided with a certificate acquired at the cost of the penthouse Owners' from a reputable and independent structural engineer stating that all of the structures and frames have the requisite load bearing capacity and are suitable to support the proposed installation.
- b) that the existing building contractor carries out or oversee the works;
- c) that the penthouse Owners' bear the cost for design, seeking approvals and construction;
- d) that the structures be subject to a twelve (12) month review period after which they are to be removed at the cost of the Owners of lot 31 & 16 if the structures prove to be the cause of unreasonable noise or any other detriment or damage to the common property or to other lots which has not been rectified within that twelve (12) months period. Following the twelve-month review if the structures are to remain then there maintenance becomes the sole responsibility of the Owners' of lot 31 & 16 as does any liability for any expense arising.

- e) that the installation is in keeping with the rest of the building pursuant to by-law 17.
- f) that the works fall into a state of disrepair or a condition not considered in keeping with the appearance of the property the Owners' Corporation reserves the right, at the expense of the Owners of lot 31 & 16, to arrange for the removal of the works and the reinstatement of the common property.
- g) that if the works are removed from the lot by the owner then the common property surfaces must be reinstated by the owner to the satisfaction of the Owners' Corporation.
- h) that should it become necessary at a future date to access any area of the common property so affected by the works the Owners' of lot 31 & 16 will arrange to remove and reinstate the works at their costs.

44 Air-Conditioning Condensers – Car park

The Owners from time to time of;

Apartments 1 (lot 20) & 8 (lot 24), Western wall, front, Level 4B carpark
Apartment 3/4 (lot 34), Western wall, front, Level 3B carpark
Apartments 2 lot 32) & 9 (lot 23), external roof above sauna
Apartments 28 (lot 31) & 29 (lot 16), external roof above these apartments

shall be entitled to the exclusive use and enjoyment of that part of the common property, as detailed above. Area so defined is one metre (1m) in length, half a metre (½m) wide and to height of one metre (1m) above the surface of the common property and is to be utilised exclusively to house the condenser unit for air-conditioning to the respective lots subject to the following conditions:-

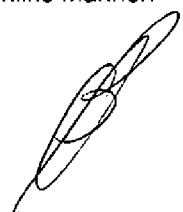
1. that the installations are at the cost of the owner from time to time of the lot and that future maintenance of the installation be without contribution from the Owners' Corporation.
2. that the owner from time to time of the lot shall maintain the installation in a state of good repair pursuant to by-law 5.
3. that the owner from time to time of the lot shall comply with all laws in relation to noise abatement.
4. Should the installation fall into a state of disrepair or a condition not considered in keeping with the appearance of the property that the Owners' Corporation reserves the right, at the owner's expense, to arrange for removal of the installation and reinstatement of the common property.
5. that, should it become necessary at a future date to access any area of the common property so affected by the installation the owner of the lot will arrange for the removal and reinstatement of the installation, at his cost.

45 Air Conditioners Condensers - Balconies

The owner of a lot is permitted to interfere with the common property for the purpose of installing an air-conditioning unit, split system air-conditioning unit or ducted air-conditioning unit or Berger Security Alarm System (or similar approved system) subject to the following conditions:-

1. That the written authority of the Owners' Corporation be obtained prior to installation.
2. That all necessary authorities are obtained from concerned statutory authorities by the owner prior to installation.
3. That the installation is at the cost of the owner and that future maintenance and any damage caused by the installation be without contribution from the Owners' Corporation.
4. That the installation be installed by a licensed workman in a workmanlike manner.

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5. That the installation be in keeping with the rest of the building pursuant to by-law 17.
6. That the owner, from time to time of the lot, shall maintain the installation in a state of good repair pursuant to by-law 5.
7. That with any split system air-conditioning unit or ducted air-conditioning installation the condenser unit shall be allowed to stand on the common property balcony of the lot.
8. That the owner from time to time of the lot, shall comply with all laws in relation to noise abatement.
9. If the installation is removed from the property by the owner then the common property surface must be reinstated by the owner to the satisfaction of the Owners' Corporation.
10. Should it become necessary at a future date to access any area of the common property so affected by the installation, the owner of the lot will arrange for the removal and reinstatement of the installation at his cost.

46 Indemnity and Insurance

The owner of any lot who installs any of the items referred to in any of;

- By-Law 42 (glass barriers on balconies)
- By-Law 43 (awnings/sun control devices)
- By-Law 44 (exclusive use for air condition) and
- By-Law 45 (air-conditioning and related systems)

Indemnifies the Owners' Corporation in relation to any claim against it arising from any accident or incident causing damage to property or injury to or death of any person caused by any such installation made or caused to be made by such owner.

Each owner of a lot referred to in this clause will insure for Public Liability to ensure any claim against the Owners' Corporation or such owner of a lot arising from any accident or incident causing any damage to property or injury to or death of any person caused by such installation made or caused to be made by such owner will be covered by insurance.

47 7th Floor Lobby Ceiling - Exclusive Use.

The owners for the time being of Lots 16 and 31 shall be entitled to the joint exclusive use and enjoyment of that part of the common property (the ceiling dome, polycarbonate panel and glass brick panel, hereafter known as the "works") situated in the foyer between Lots 16 and 31, subject to the following conditions:

- a) the ceiling in the foyer may be used for the purpose of installation of a ceiling dome approved by the Owners' Corporation;
- b) the works must only be installed with all statutory approvals including from Newcastle City Council provided to the Owners' Corporation prior to commencement of any construction;
- c) Certification from a suitably qualified structural engineer to be provided to the Owners' Corporation confirming construction of the works including the ceiling dome will be in accordance with plans and specifications that will ensure the structural integrity of the building and will not compromise any fire rating or fire protection currently required to satisfy any statutory obligation;
- d) Any installation of the works will be undertaken by suitably qualified trade persons in a good and workmanlike manner and in accordance with all requirements of Home Building Act 1989;
- e) Ownership of the works will vest in the Owners' Corporation and will constitute a part of the building;

f) the ongoing maintenance including all long term maintenance and provision of power supply and replacement of all light globes and fittings from time to time shall be the responsibility of owners for the time being of Lots 16 and 31 and for this purpose the Owners' Corporation will approve connection of power to the ceiling dome from either Lot 16 or 31;

g) All costs associated with obtaining the approval of the Owners' Corporation including preparation and registration of this By-law and the convening of any necessary meetings will be the responsibility jointly of the owners for the time being of Lots 16 and 31.

h) Certification the works have been completed in accordance with plans and specifications and all approvals granted must be provided to the Owners' Corporation by the structural engineer upon completion of the works;

i) The Owners' Corporation is indemnified by the owners for the time being of Lots 16 and 31 in relation to any damage to common property caused as a consequence of the installation and subsequent maintenance of the works;

j) Removal of the works or amendment of this By-law shall only be possible by the appropriate resolution of the Owners' Corporation and provided the owners for the time being of Lots 16 and 31 both agree to any alteration or resolution required;

48 Service of documents on owners 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 email address for the service of notices and the document is sent to that address.

49 Maintenance of Individual Apartment Exhaust Fans

The owner of each lot has the exclusive use of the common property as necessary to repair, maintain or replace any exhaust equipment (including fans, ducting and associated equipment) servicing their lot within the scheme and in doing so assumes the responsibility to maintain appropriate ventilation in their lot.

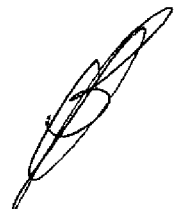
Any damage to common property that occurs or results from the maintenance or subsequent removal or replacement of, or use of, any exhaust apparatus must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners' Corporation.

50 Owners building works

50a Cosmetic works

- (1) Owners can do cosmetic works within their lot without approval. This includes day-to-day work such as:
 - (a) Installing or replacing hooks, nails or screws for hanging paintings, photographs or other items on internal walls;
 - (b) Installing or replacing handrails within the lot;
 - (c) Interior painting;
 - (d) Filling minor holes and cracks in internal walls;
 - (e) Installing or replacing built-in wardrobes;
 - (f) Installing or replacing internal blinds and curtains;
 - (g) Wallpapering walls and other surfaces within the lot;
 - (h) Repair and replacement of window and door jambs, locks, deadlocks and handles;
 - (i) Sanding, staining and polishing existing floor boards installed on the lot;
 - (j) Replacing bathroom, kitchen and laundry tapware or other removable items.

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- (2) The owners' corporation can declare other types of work to be 'cosmetic', by passing a by-law to do so. Such work must not be a minor or major renovation as defined by law.
- (3) An owner is responsible for any repairs to or restoration of common property which is damaged or disturbed as a result of cosmetic renovation work.

50b Minor renovations

(1) Owners can do minor renovation work within their lot, with the approval of the owners' corporation. This minor renovations by-law provides for such approval to be delegated by the owners' corporation to the strata committee, where approval will require at least 50% of committee members to vote in favour of approval. Minor renovations include:

- (a) Renovating a kitchen, including replacing kitchen cabinetry within the lot;
- (b) Installing or replacing timber or other hard floors;
- (c) Removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
- (d) Installing or replacing wiring or cabling or power or access points;
- (e) Work involving reconfiguring walls;
- (f) Installing a rainwater tank;
- (g) Installing a clothesline;
- (h) Installing a reverse cycle split system air conditioner including external condenser units (and any other ancillary items) within the lot;
- (i) Installing a solar photo-voltaic system (solar panels) or solar hot water system;
- (j) Installing a heat pump or hot water system within the lot;
- (k) Installing ceiling insulation;
- (l) Installing exhaust, heat fan, ventilation system and/or range hoods within the lot;
- (m) Replacing windows and doors within the lot;
- (n) Installing false ceilings and skylights within the lot;
- (o) Installing security grilles within the lot;
- (p) Installing security systems / alarms within the lot;
- (q) Installing fixtures to internal surfaces of common property walls;
- (r) Installing external shutters, awnings and blinds within the lot;
- (s) Installing fencing and privacy screens within the lot;
- (t) Installing additional Foxtel, satellite dishes or antennae;
- (u) Installing new plumbing, gas and electrical equipment and servicers
- (v) Other sustainability measures, provided this does not involve structural changes or changes to the external appearance of a lot.

- (2) The owners' corporation can declare other types of work to be 'minor', by passing a by-law to do so. Such work must not be a major renovation as defined by law.
- (3) A request for approval for minor work should be made by the owner to the owners' corporation through the strata committee and must be accompanied by details of the work to be carried out, including any plans, work schedules and the qualifications and details of tradespeople who will do the work. The strata committee may, with due deliberation, conclude that the restoration work described in the application does not constitute a minor restoration and would advise the owner of such a conclusion.
- (4) An owner is responsible for any repairs to or restoration of common property which is damaged or disturbed as a result of minor renovation work.

50c Major renovations

- (1) Owners can do major renovation work within their lot, with the approval of the owners' corporation, where such approval requires a special resolution to be passed with over 2/3 of votes in favour. Approvals for major renovation work cannot be delegated by the owners' corporation to the strata committee. Major renovations may seriously affect the common property and may involve:
 - (a) Structural changes;
 - (b) Waterproofing;
 - (c) Changes affecting the outside appearance of the property;
 - (d) Works (including minor renovations above) that need approval under other laws (for example council approval).

- (2) A request for approval for major work can be made by the owner to the owners' corporation through the strata committee and must be accompanied by details of the work to be carried out, including any plans, work schedules and the qualifications and details of tradespeople who will do the work. Such a request must be made in writing at least 14 days before the proposed start of work and work must not start unless and until written approval is received.
- (3) An owner is responsible for any repairs to or restoration of common property which is damaged or disturbed as a result of major renovation work.

50d Renovations and common property rights

- (1) A minor or major renovation may involve use of common property. Examples of such renovations include:
 - (a) Attachment of an air conditioning system component to a common property wall or roof;
 - (b) Attachment of air conditioning refrigeration lines, air ducting or electrical wiring to common property walls or routing of those services through common property roof cavities;
 - (c) Use of common property for parking during renovations;
 - (d) Other work involving attachment of services to common property or removal/replacement of common property roofing for routing of services.
- (2) Items (a) and (b) above comprise renovations where the common property rights are granted to the owner through separate work-specific by-laws (refer **Air conditioning** by-laws above). Those rights are accompanied by responsibilities for upkeep, maintenance, repair and replacement of the equipment and affected common property, as detailed in the respective by-laws.
- (3) This common property rights by-law provides for an owner, after a successful approval process, to receive exclusive rights to use part of common property for other renovation works which are not covered by existing work-specific by-laws.
- (4) A request for approval for minor renovation work involving the use of common property should be made by the owner to the owners' corporation through the strata committee and must be accompanied by details of the work to be carried out, including any plans, work schedules and the qualifications and details of tradespeople who will do the work. The strata committee may, with due deliberation, conclude that the restoration work described in the application does not constitute a minor restoration and would advise the owner of such a conclusion.
- (5) A request for approval for major work involving the use of common property should be made by the owner to the owners' corporation through the strata committee and must be accompanied by details of the work to be carried out, including any plans, work schedules and the qualifications and details of tradespeople who will do the work. Such a request must be made in writing at least 14 days before the proposed start of work and work must not start unless and until written approval is received.
- (6) An owner is responsible for any repairs to or restoration of common property which is damaged or disturbed as a result of minor or major renovation work involving the use of common property. In addition, approval may be conditional on the owner's written acceptance of terms and conditions relating to upkeep, maintenance, repair and replacement of equipment or common property, which terms and conditions would be advised by the strata committee on behalf of the owners' corporation.

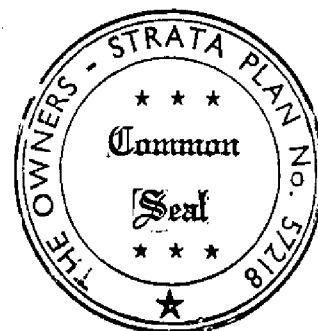
The seal of The Owners-Strata Plan No **57218** was affixed on **16/12/2019** in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s):

Name(s) [use block letters]: DONNA BARTLEY

Authority: STRATA MANAGING AGENT

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