


ePlan

Approved Form 7	Strata Plan By-laws	Sheet 1 of 31 Sheet(s)
Office Use Only		Office Use Only
Registered:  11.7.2018		SP97115

By-Laws: 859 Bourke Street Waterloo

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

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1. Definitions and Interpretation

1.1 Definitions

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


- (a) **Act** means the Strata Schemes Management Act 1996;
- (b) **Air Conditioning Unit** means any air conditioning system servicing a Lot including internal air conditioning unit or units, any condensers, pipes, condensate drains, wires, fans and any other associated components shown as "A/C" existing at the time of registration of this plan or modified with the consent of the Owners Corporation. An Air Conditioning Unit shall not be considered to be common infrastructure within the meaning of s.4 of the Strata Schemes Development Act 2015;
- (c) **Balcony** means that part of a Lot which is noted as "B" on the Strata Plan;
- (d) **Building** means the building in which the Parcel is located;
- (e) **by-laws** means these by-laws;
- (f) **Car Space** means a part of a Lot or a separate lot which has been allocated for use as a car space, as noted on the Strata Plan;
- (g) **Caretaker** means any person or corporation appointed under by-law 6, whether appointed by the Original Owner or the Owners Corporation;
- (h) **Common Property** means so much of the Parcel as from time to time is not comprised in any Lot;
- (i) **Council** means City of Sydney Council or its successor;
- (j) **Development Consent** means the development consent (as varied or amended) for construction of the Building;
- (k) **Excluded Dog** means an unregistered, restricted or dangerous dog under the Companion Animals Act 1998;
- (l) **Fire Safety Device** any structure or device contained within a Lot or Common Property that:
 - (i) monitors or signals the incidence of smoke, heat or fire within the Parcel;
 - (ii) provides lighting in the case of smoke, heat or fire within the Parcel;

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- (iii) controls access throughout the Parcel in the case of smoke, heat or fire in the Parcel (including doors, stairs and lifts);
- (iv) extinguishes or decreases the spread of fire, smoke or heat through the Parcel; or
- (v) is required by Law for fire safety or that otherwise improves fire safety;
- (m) **Garbage Room** the garbage and recycling bin areas or rooms located on the Common Property;
- (n) **Grease Trap** means the grease trap shown on the plan
- (o) **Government Agency** means any governmental, semi-government, statutory, public or other authority having jurisdiction over the Parcel;
- (p) **Law** includes:
 - (i) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
 - (ii) a requirement, notice, order, consent or direction received from or given by a statutory, public or other competent authority;
- (q) **Lift** means the lift shown as L on the plan
- (r) **Lot** means a lot in the Strata Plan;
- (s) **Occupier** means any person in lawful occupation of a Lot or any part of a Lot;
- (t) **Original Owner** means BWP Pty Ltd Pty Ltd ACN 163 555 566;
- (u) **Owner** means:
 - (i) except as provided in paragraph (b), a person for the time being recorded in the register as entitled to an estate in that Lot; or
 - (ii) a person whose name has been entered on the strata roll as an owner of a Lot in accordance with s 98 of the Act;
- (v) **Owners Corporation** means the owners corporation for the Strata Scheme and to the extent permitted by s.36(3) of the Strata Schemes Management Act, the Strata Committee of the Owners Corporation;
- (w) **OSD** means the onsite stormwater detention system constructed on the Parcel in accordance with the Development Consent and includes all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to


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temporarily detain stormwater as well as all surfaces graded to direct stormwater to the temporary storage;

- (x) **Parcel** means the land comprised in the Strata Scheme;
- (y) **Permitted Person** means a person on the Parcel with the express or implied consent of an Owner or Occupier;
- (z) **Retail Kitchen Exhaust Riser** means the kitchen exhaust riser provided for the Retail Lot
- (aa) **Residential Lot** means all lots other than the Retail Lot;
- (bb) **Retail Lot** means Lot 41;
- (cc) **Retail Plant Room** means the plant room shown adjacent to the Retail Lot
- (dd) **Rules** means the rules made under these by-laws;
- (ee) **Screens** means any fly screens or other external screen or door which is attached to windows or doors;
- (ff) **Security Key** means any key, swipe card, magnetic or other device used to:
 - (i) open and close gates or locks; or
 - (ii) operate alarms, security systems or communications systems; or
 - (iii) operate any equipment or system if applicable;
- (gg) **Sky Terrace** means the area variously described as "Common Open Space" or "COS" on level 6 of the Strata Plan;
- (hh) **Storage Area** means that part of a Lot which is noted as "S" on the Strata Plan;
- (ii) **Strata Committee** means the committee established under s.29 of the Strata Schemes Management Act 2015 by the Owners Corporation;
- (jj) **Strata Manager** is the strata managing agent appointed or to be appointed by the Owners Corporation and includes a reference to employees and contractors of the strata managing agent;
- (kk) **Strata Plan** the strata plan registered with these by-laws;
- (ll) **Strata Scheme** the strata scheme constituted on registration of the Strata Plan;
- (mm) **Terrace** means that part of a Lot which is shown as "T" on the Strata Pan;

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- (nn) **Visitor Car Parking Space** means that part of the Common Property noted as "AVS" on the Strata Plan.

1.2 Interpretation

- (a) A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.
- (b) In these by-laws unless the contrary intention appears a reference to:
 - (i) the singular includes the plural and vice versa;
 - (ii) any gender includes all other genders;
 - (iii) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; and
 - (iv) this instrument includes any variation or replacement of it.
- (c) If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.
- (d) Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.
- (e) The word "includes" in any form is not a word of limitation.
- (f) A reference to Law includes all Law amending, consolidating or replacing Law.

2. Owners Corporation Consent

- (a) A person must make an application for the consent of the Owners Corporation under these by-laws in writing.
- (b) Subject to an express provision in these by-laws the Owners Corporation must acting reasonably:
 - (i) give consent conditionally or unconditionally; or
 - (ii) withhold its consent.
- (c) An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in the granting of consent.
- (d) Subject to an express provision in these by-laws or any provision of the Act, consents by the Owners Corporation under these by-laws may be given by:

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- (i) the Owners Corporation at a general meeting; or
- (ii) the executive committee of the Owners Corporation at an executive committee meeting.

2.2 The Owners Corporation must give any consent required under these by-laws in writing.

3. Laws and Instruments

3.1 Application

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

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


3.2 Rules

- (a) The Owners Corporation may from time to time make Rules (or add to or change those Rules) about the security, control, management, operation, use and enjoyment of Lots and Common Property in the Strata Scheme.
- (b) The Rules must be consistent with these by-laws.
- (c) The Rules bind Owners, Occupiers, Permitted Persons and a mortgagee in possession of a Lot.
- (d) If a Rule is inconsistent with these by-laws or the requirements of a Government Agency, the by-laws or the requirements of the Government Agency prevail to the extent of the inconsistency.
- (e) The Owners Corporation must at all times act in good faith and in a way that is consistent with the operation of the Strata Scheme.

3.3 Compliance with these By Laws

Each Owner and Occupier must, at their own expense and in a timely fashion, perform and observe these by-laws and take all reasonable steps to ensure that their invitees and Permitted Persons also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the Strata Scheme.

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3.4 Compliance with Laws

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

3.5 Covenants and Easements

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

3.6 Levies

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

3.7 Non-compliance

The following provisions apply if an Owner or Occupier fails to comply with these by-laws:


- (a) the Owners Corporation may enforce a by-law by legal means;
- (b) the Owners Corporation may do any work on or in a Lot which should have been done by an Owner or Occupier;
- (c) if the Owners Corporation must do work on or in a Lot, an Owner or Occupier must:
 - (i) give the Owners Corporation or persons authorised by it access to the Lot; and
 - (ii) pay the Owners Corporation for its costs of doing the work;

any monies due to the Owners Corporation, shall upon notice given by the Owners Corporation become a debt due to the Owners Corporation from the date of the notice;

- (d) the Owners Corporation may recover any money owed to it by an Owner under the by-laws or the Act as a debt or as a set off the amount against any amount owed by the Owner;
- (e) the powers of the Owners Corporation under this by-law are in addition to those available to it under the Act; and
- (f) The Strata Manager may take any action under this clause on behalf of the Owners Corporation, whether or not the Owners Corporation has resolved to do so.

3.8 Applications

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

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4. Behaviour of Owners, Occupiers and Permitted Persons

4.1 Noise and Vibration

An Owner or Occupier must not create noise or vibration on a Lot or the Common Property which might reasonably interfere with another Owner, Occupier's right to peaceful enjoyment of a Lot or the Common Property.

4.2 Behaviour

An Owner or Occupier must not:

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

4.3 Children

An Owner or Occupier must ensure that a child under the care and control of that Owner or Occupier only remains in or on areas of Common Property which are of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

4.4 Permitted Persons

An Owner or Occupier must use reasonable endeavours to ensure that a Permitted Person does not behave in a manner likely to reasonably interfere with an Owner or Occupier's or any other Permitted Person's right to peaceful enjoyment of a Lot or the Common Property.


4.5 Increasing Insurance

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

4.6 Damage to lawns and plants

- (a) An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation:

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

- (b) All plants and planter boxes will be maintained by the Owners Corporation to ensure consistency of appearance.

4.7 Storage of inflammable liquids and other substances and materials

- (a) 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.
- (b) 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.

4.8 Signage

- (a) An Owner or Occupier may not place any sign on the Common Property, without the consent of the Owners Corporation and if required, any Government Agency.
- (b) Clause 4.8 (a) shall not apply to the original Owner of the Lots whilst any Lots remain unsold.

4.9 Smoking


An Owner or Occupier of a Lot shall not permit smoking in the any Lot or part of the Common Property. The Owners Corporation may permit smoking on a particular Lot, but only if the smoke is contained to that Lot.

5. Common Property

5.1 Obligations of Owners and Occupiers

- (a) An Owner or Occupier may (unless specifically permitted by these by-laws) only do the following to Common Property if that Owner or Occupier first obtains the consent of the Owners Corporation:
 - (i) leave anything on Common Property;
 - (ii) obstruct the use of Common Property;
 - (iii) use any part of Common Property for the Owner's or Occupier's own purposes;

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- (iv) erect any structure on Common Property;
- (v) attach any item to Common Property;
- (vi) do or permit anything to be done to Common Property which might cause damage; or
- (vii) alter Common Property.
- (b) By-law 15 applies to the carrying out of building works or alterations and may apply to paragraph (iv), (v) or (vi) of by-law (a).
- (c) An Owner or Occupier must:
 - (i) give notice to the Owners Corporation of any damage to or defect in the Common Property immediately after an Owner or Occupier becomes aware of any damage or defect;
 - (ii) use a thing on the Common Property only for the purpose for which it was constructed or provided; and
 - (iii) only use or enjoy the Common Property in a manner or for a purpose which does not unreasonably interfere with the use and enjoyment of the Common Property by another Owner or Occupier or a Permitted Person.
- (d) Except with the prior consent of the Owners Corporation, an Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item.

5.2 Damage to Common Property

- (a) An Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the Owners Corporation.
- (b) An approval given by the Owners Corporation under clause 5.1(a) cannot authorise any additions to the common property.
- (c) If an Owner, Occupier or Permitted Person causes damage to the Common Property while that Owner, Occupier or Permitted Person uses the Common Property then that Owner or Occupier must:
 - (i) promptly notify the Owners Corporation of the damage caused; and
 - (ii) compensate the Owners Corporation accordingly.

5.3 Fire

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The Owners Corporation must:

- (a) prominently display in the Building the annual fire safety statement together with a copy of the current fire safety schedule in respect of each essential fire safety measure as required under the relevant Law;
- (b) arrange for inspections of each essential fire safety measure by a suitably qualified person in accordance with the relevant Law; and
- (c) provide a copy of the annual fire safety statement referred to in by-law 6.4(b) to Council.

6. Caretaker

- (a) In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into agreements with the Caretaker to provide management and operational services.
- (b) The duties of the Caretaker under an agreement between it and the Owners Corporation may include, without limitation:
 - (i) caretaking, supervising and servicing Common Property;
 - (ii) supervising the cleaning, repair, maintenance, renewal or replacement of Common Property;
 - (iii) arranging for the inspection and certification of plant and equipment as required by laws;
 - (iv) providing services to the Owners Corporation, Owners and Occupiers including, without limitation, the services of a handyperson and cleaning services;
 - (v) supervising employees and contractors of the Owners Corporation;
 - (vi) coordinating and managing collection of garbage and recyclable materials; and
 - (vii) doing anything else that the Owners Corporation or Strata Manager agrees is necessary for the operation and management of the Building.
- (c) The Owners Corporation must accept and comply with the terms of any caretaking agreement entered into by the Original Owner for the purposes of the Strata Scheme prior to the creation of the Strata Scheme, provided that any such caretaking agreement expires at the conclusion of the first annual general meeting of the Owners Corporation.
- (d) Subject to by-law (c), the Owners Corporation may enter into a caretaking agreement with a Caretaker. Any such caretaking agreement must include provisions for:

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- (i) the remuneration of the Caretaker for the term of the agreement; and
 - (ii) the duties of the Caretaker (being any of those listed in by-law (b)),
 - (iii) and otherwise be on terms and conditions reasonably determined by the Owners Corporation. The agreement may include a provision granting the Caretaker possession over part of the Common Property. The Owners Corporation is not obliged to appoint the same Caretaker appointed by the Original Owner (if any).
- (e) An Owner or Occupier or any Permitted Person must not:
- (i) interfere with or stop the Caretaker or the Strata Manager performing their obligations or exercising their rights under their respective agreements with the Owners Corporation; or
 - (ii) interfere with or stop the Caretaker or the Strata Manager using such parts of the Common Property as the Owners Corporation permits them to use from time to time.

7. External Appearance

7.1 General

An Owner or Occupier must not keep anything within a Lot which is visible from the Common Property or outside of the Building that is not in keeping with the appearance of the Building without the consent of the Owners Corporation.

7.2 Window Coverings

To ensure the architectural integrity of the Building:

- (a) window coverings shall be curtains which when viewed from the exterior of the Building must be white or off-white in colour; and
- (b) no louvres or blinds of any kind may be installed on any window.


7.3 Hanging of Washing & Other Items

An Owner or Occupier must not hang any washing, bedding, towels, wetsuits or other articles of a similar nature on any part of the Building including from the Balcony or Terrace if they can be viewed from outside the Lot.

7.4 Screens

- (a) An Owner or Occupier must not install Screens to an entry door to a Lot.

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- (b) An Owner or Occupier may install Screens which face the exterior of the Building so long as the Screen is finished in a colour matching the colour of the window frames. Any enquiries in relation to the colour and finish must be directed to the Owners Corporation.
- (c) An Owner or Occupier may install:
 - (i) fire compliance deadlock on an entry door to a Lot; and/or
 - (ii) a peep hole to observe callers on an entry door to a Lot, without approval from the Owners Corporation.

7.5 Floor Coverings

- (a) An Owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.
- (b) Except where an Owner or Occupier of a Lot is replacing a floor finish with carpet and underlay, an Owner must obtain the consent of the Owners Corporation before changing or altering the floor finish within a Lot. The Owners Corporation must deal promptly with a request for consent under this by-law and must not unreasonably refuse such request provided a report satisfying the requirements set out in by-law (c) has been furnished to the Owners Corporation.
- (c) An application for consent by an Owner under by-law (b) must include a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect on sound transmission, including impact noise, following installation. The report must state that the proposed floor finish will not breach by-law (a).
- (d) This by-law does not apply to floor space comprising a kitchen including eating areas, laundry, lavatory, bathroom or entries.

7.6 Furniture


Where a floor finish other than carpet and underlay has been installed (whether by the Original Owner or otherwise) an Owner or Occupier must ensure that any item of furniture or the like that is placed directly on that floor is fitted with pads or the like (such as self-adhesive heavy duty felt) to minimise the transmission of noise when that item is moved over the floor.

8. Storage Areas Visitor Parking and Parking on Common Property

8.1 Storage Areas

An Owner or Occupier must:

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- (a) not obstruct or otherwise interfere with the mechanical ventilation of any Storage Area and any fire services located in any Storage Area;
- (b) not, except with the prior written approval of the Owners Corporation, use or store in a Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;
- (c) be responsible for the repair of any damage caused to a Storage Area and Common Property as a result of the use of the Storage Area;
- (d) ensure that a Storage Area is kept clean and free of rubbish and vermin;
- (e) ensure that ventilation of the Storage Area is not adversely affected due to the items stored; and
- (f) not unreasonably restrict access to a Storage Area if access to the Storage Area is required by the Owners Corporation or another Owner or Occupier for the purpose of carrying out maintenance in the vicinity of the Storage Area.


8.2 Car Parking spaces

- (a) Car parking spaces allocated to a Lot must only be used in conjunction with the relevant Lot by an Occupier.
- (b) An Owner or Occupier must not lease licence or grant any other rights in respect of any car parking space to any person who is not an Occupier.

8.3 Visitor Parking

- (a) An Owner or Occupier must not park a vehicle in a Visitor Car Parking Space.
- (b) An Owner or Occupier and the Owners Corporation must not:
 - (i) park in a Visitor Car Parking Space or permit a Visitor Car Parking Space to be used by any person other than visitors to Strata Scheme;
 - (ii) create any exclusive use by-laws in respect of any Visitor Car Parking Space;
 - (iii) enter into any lease or licence, or permit the entry into any lease or licence, for a Visitor Car Parking Space with any person; and
 - (iv) impose timed parking fees, or permit the imposition of timed parking fees, on the use of a Visitor Car Parking Space.
- (c) Visitors to the Strata Scheme must not park in the Visitor Car Parking Space for a continuous period of time exceeding 24 hours.

8.4 Parking on Common Property

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

9. Keeping of Animals

9.1 Permitted Animals

An Owner or Occupier may keep without the consent of the Owners Corporation:

- (a) fish in an enclosed aquarium;
- (b) up to 2 small caged birds;
- (c) up to 2 domestic cats; or
- (d) no more than 2 small dogs (which must each weigh not more than 10kg) or 1 larger dog (other than an Excluded Dog).

9.2 Excluded Dog

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

9.3 Consent

An Owner or Occupier must obtain the consent of the Owners Corporation before that Owner or Occupier keeps:


- (a) any other type of animal; or
- (b) more dogs or cats than that allowed under by-law 9.1(c) at the same time.

9.4 Rules

If an Owner or Occupier keeps an animal, other than an Excluded Dog, then the Owner or Occupier:

- (a) must ensure that the animal is at all times kept under control and within the confines of that Owner or Occupier's Lot;
- (b) must ensure that, when in or on any other part of the Building, the animal is accompanied by the Owner or Occupier;
- (c) must, when on any other part of the Building, keep the animal appropriately tethered and under control; and
- (d) is liable to the Owners and Occupiers and each other person lawfully on the Parcel for:

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- (i) any noise which is disturbing to an extent which is unreasonable;
- (ii) for damage to or loss of property or injury to any person caused by the animal; and
- (e) is responsible for cleaning up after the animal has used any part of another Lot or any other part of the Parcel.
- (f) This by-law:
 - (i) applies to any Permitted Person; and
 - (ii) does not permit the keeping of an Excluded Dog; but
 - (iii) does not prevent the keeping of a dog used as a guide or hearing dog.

9.5 Notice

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

10. Cleaning

10.1 Cleaning and Maintenance of Lot

Each Owner and Occupier must keep their Lot:


- (a) clean and tidy;
- (b) free from rubbish; and
- (c) in good repair and condition.

10.2 Windows and Doors

An Owner or Occupier must keep clean all exterior surface of glass in windows and doors (and if applicable glass Balcony louvres and retractable glass walls) 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

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- (b) that glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.

10.3 Balconies, Terraces and Gardens

- (a) An Owner or Occupier must keep all internal gardens within a Lot, Balconies and Terraces clean, tidy and well maintained.
- (b) If there are planter boxes on or within a Balcony or Terrace, an Owner or Occupier must:
- (i) properly maintain the soil in the planter boxes;
 - (ii) when watering the plants or soil make sure that water does not go on to Common Property or another Lot; and
- (c) Balconies must not be:
- (i) used for the storage of goods; or
 - (ii) enclosed in any way.

11. Moving Goods and Furniture

11.1 Notice

An Owner or Occupier must not transport any furniture or large object through or on Common Property unless sufficient notice has first been given to the Owners Corporation.


11.2 Owners Corporation may determine

The Owners Corporation may determine that furniture or large objects are to be transported through or on the Common Property (whether in the Building or not) in a specified manner.

11.3 Determination

- (a) If the Owners Corporation has determined the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on Common Property except in accordance with that determination.
- (b) Any determination made by the Owners Corporation under this by-law must not affect the special privileges conferred under these by-laws on particular Owners or Occupiers.
- (c) If an Owner or Occupier damages any part of the Common Property whilst transporting large objects or furniture, that Owner or Occupier must compensate the Owners Corporation in accordance with by-law 5.2(c).

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11.4 Caretaker

If the Owners Corporation appoints the Caretaker to assist it to perform its functions under this by-law, then and Owner or Occupier must:

- (a) make arrangements with the Caretaker to transport any furniture or large objects through or on Common Property; and
- (b) comply with the reasonable requirements of the Caretaker when transporting furniture or large objects through or on Common Property.

12. Garbage Disposal

12.1 General Waste

An Owner or Occupier of a Residential Lot must:

- (a) only dispose of general waste by placing it in the general waste chute or other receptacle located in a Garbage Room on that Owner or Occupiers level of the Building;
- (b) not place any liquids, large items or recyclable waste including bottles, glass and boxes in the general waste chute;
- (c) only dispose of recyclable waste by placing it in the appropriate recyclable container located in the Garbage Room on that Owner or Occupiers level of the Building;
- (d) only use the Garbage Room located on that Owner or Occupiers level of the Building.

12.2 Owner and Occupier obligations


An Owner or Occupier of a Residential Lot must ensure that:

- (a) garbage is drained and securely wrapped before being placed in the general waste chute;
- (b) recyclable materials are placed in a container designated for that purpose in the Garbage Room and are separated and prepared in accordance with the applicable recycling guidelines; and
- (c) bottles are drained and cleaned and not broken before placing them in a recyclable container designated for that purpose.

12.3 Cleaning up spills

- (a) An Owner or Occupier of a Residential Lot must immediately clean up any spillage of waste, garbage or recyclable material on Common Property which is caused by that Owner or Occupier.

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- (b) If an Owner or Occupier of a Residential Lot does not comply with by-law 12.3(a), the Owners Corporation can do so and can charge the Owner or Occupier a reasonable fee for doing so.

12.4 General Waste

An Owner or Occupier of a Retail Lot must:

- (a) only dispose of general waste by placing it in the general waste chute or other receptacle located in a Garbage Room on that Owner or Occupiers level of the Building;
- (b) not place any liquids, large items or recyclable waste including bottles, glass and boxes in the general waste chute;
- (c) only dispose of recyclable waste by placing it in the appropriate recyclable container located in the Garbage Room on that Owner or Occupiers level of the Building;
- (d) only use the Garbage Room located on that Owner or Occupiers level of the Building;
- (e) not put general waste or recyclable waste in the Garbage Rooms until after the general or recyclable waste of the Owners or Occupiers of Residential Lots are collected on the day fixed by the collection authority for that purpose.

12.5 Owner and Occupier obligations


An Owner or Occupier of a Retail Lot must ensure that:

- (a) garbage is drained and securely wrapped before being placed in the general waste chute;
- (b) recyclable materials are placed in a container designated for that purpose in the Garbage Room and are separated and prepared in accordance with the applicable recycling guidelines; and
- (c) bottles are drained and cleaned and not broken before placing them in a recyclable container designated for that purpose.

12.6 Cleaning up spills

- (a) An Owner or Occupier of a Retail Lot must immediately clean up any spillage of waste, garbage or recyclable material on Common Property which is caused by that Owner or Occupier.
- (b) If an Owner or Occupier of a Retail Lot does not comply with this by-law, the Owners Corporation can do so and can charge the Owner or Occupier a reasonable fee for doing so.

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13. Provision of Amenities or Services

- (a) Subject to by-law (b), the Owners Corporation may determine to enter into arrangements for the provision of amenities or services to 1 or more of the Lots, or to the Owners or Occupiers including:
- (i) window cleaning;
 - (ii) garbage disposal and recycling services;
 - (iii) electricity, water or gas supply;
 - (iv) telecommunication services;
 - (v) landscaping and gardening;
 - (vi) general cleaning; and
 - (vii) security services.
- (b) If the Owners Corporation makes a determination referred to in this by-law to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the determination the amount for which, or the conditions on which, it will provide the amenity or service.

14. Security Keys


14.1 Owners Corporation

- (a) The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.
- (b) The Owners Corporation must make Security Keys available to:
- (i) Owners; and
 - (ii) persons authorised by the Owners Corporation.
- (c) The Security Keys shall remain at all times the property of the Owners Corporation

14.2 Fee

The Owners Corporation may charge a reasonable fee and/or deposit for an additional or replacement Security Key required by an Owner.

14.3 Occupiers

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An Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.

14.4 Rules

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, stolen or misplaced;
- (c) use reasonable endeavours to ensure the Security Key remains within that person's control;
- (d) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation;
- (e) return the Security Key to the Owners Corporation upon ceasing to be an Owner or an Occupier, or on the demand of the Owners Corporation; and
- (f) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

15. Building Works & Alterations

15.1 Consents

- (a) Subject to this by-law 15, an Owner or Occupier must obtain the consent of the Owners Corporation to carry out building works or alterations that will affect Common Property or another Lot.
- (b) In addition to the consent of the Owners Corporation under by-law (a), an Owner or Occupier must obtain the consent of the Council or any other Government Agency if required.
- (c) Consent of the Owners Corporation is not required to carry out minor work to the interior of Common Property enclosing a Lot.
- (d) Consent of the Owners Corporation is not required to the carrying out of building works or alterations contemplated by an exclusive use or special privilege by-law.
- (e) Consent of the Owners Corporation to the carrying out of building works or alterations will constitute consent to the lodgement of a development application to the Council or any other Government Agency (if required).

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15.2 Notice to Owners Corporation

- (a) Except in the case of urgent repairs and maintenance an Owner or Occupier must give the Owners Corporation at least 14 days notice before carrying out any building work or alterations. This applies whether or not consent of the Owners Corporation is required.
- (b) The notice under by-law (a) must describe the proposed alterations or works in sufficient detail for the Owners Corporation to ascertain:
 - (i) the estimated time period for the carrying out of the proposed alterations or building works;
 - (ii) the nature and extent of the proposed alterations or building works; and
 - (iii) whether any Common Property or another Lot will be affected.

15.3 Carrying out of building works or alterations

During the carrying out of any building works or alterations an Owner must:


- (a) ensure no damage is caused to services or pipes within the Building;
- (b) ensure that the building works or alterations are carried out to the satisfaction of the Owners Corporation and if appropriate the Council or other Government Agency;
- (c) repair any damage caused to the Common Property as a result of the building works or alterations;
- (d) carry out the building works or alterations promptly; and
- (e) ensure that the building works or alterations are carried out within working hours generally imposed by Council.

15.4 Audio or Audio Visual Equipment

- (a) An Owner or Occupier must obtain the consent of the Owners Corporation before installing or attaching any audio or audio visual equipment to a party wall or ceiling of a Lot.
- (b) The Owners Corporation must consent to the installation or attachment proposed if the Owner or Occupier provides a certificate from an acoustic engineer and a structural engineer that certifies the structural and acoustic integrity and performance of the wall or ceiling will not be compromised by the proposed installation.

15.5 Minor renovations as defined in s.110 (3) of the Strata Schemes Management Act 2015 may be approved by the Strata Committee at any meeting of the Strata Committee under s.39 of the Strata Schemes Management Act 2015, and references in the clause to the Owners

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Corporation shall be references to the Strata Committee except for functions reserved to the Owners Corporation under s.36 (3) of the Strata Schemes Management Act 2015.

16. Owners Corporation may carry out work

16.1 Owners Corporation rights

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

16.2 Notice


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

17. Air conditioning

17.1 Acknowledgement and Obligations

- (a) Owners and Occupiers acknowledge that the Owner or Occupier's Lot contains an Air Conditioning Unit and that part of the Air Conditioning Unit utilises space on the Common Property. Each Owner or Occupier has, in relation to the Common Property,

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an exclusive licence to utilise the space on the Common Property that their Air Conditioning Unit utilises.

- (b) The Owners are responsible for the proper repair, maintenance and replacement of the Air Conditioning Unit referred to in by-law (a) and must ensure that the Air Conditioning Unit is kept in good order and repair. This obligation extends to those parts of the Air Conditioning Unit that utilises space on the Common Property as set out in clause 17.1 (a).
- (c) Owners and Occupiers must ensure that Air Conditioning Units servicing a Lot are not visible from the public domain.

17.2 Make Good and Indemnity

- (a) Damage to the Common Property adjacent to the Air Conditioning Unit referred to in this by-law caused directly or indirectly by an Owner or Occupier must be made good by and at the cost of that Owner in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.
- (b) An Owner must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owner or Occupier of a Lot of the rights conferred by this by-law.
- (c) An Owner of a Lot may allow any Occupier of that Lot to exercise the rights of the Owner under this by-law. The Owner of the Lot remains liable under these by-laws for all obligations under this by-law.

18. Change in Use


18.1 Notice

- (a) An Occupier must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot).
- (b) If the change of use results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within 7 days of notification in writing by the Owners Corporation.

18.2 Restrictions on the Use of Lots:

- (a) Lots may only be used as a single residential dwelling for occupation by Owners and Occupiers.

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- (b) Owners and Occupiers must not use its Lot or permit its Lot to be used:
- (i) except for a use permitted by a development consent granted by a relevant authority;
 - (ii) for any illegal use;
 - (iii) for any use that degrades the reputation of the Owners Corporation or other Owners in the Building;
 - (iv) in any manner that interferes with the reasonable enjoyment of an Owner or Occupier of any other Lot; or
 - (v) for any industrial or commercial purpose, including backpackers accommodation, serviced apartments or a boarding house.
- (c) Owners and Occupiers are directed to by-law 22.

19. Integrity of Fire Safety Systems

- (a) An Owner or Occupier must not:
- (i) interfere with or damage any Fire Safety Device; or
 - (ii) activate a Fire Safety Device other than in the case of a hazard or danger to the Parcel or any persons on the Parcel.
- (b) An Owner or Occupier must:
- (i) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any Fire Safety Device except for smoke detectors within a Lot;
 - (ii) immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel;
 - (iii) notify the Owners Corporation of a risk of fire or other hazard within the Parcel;
 - (iv) give the Owners Corporation notice in writing before changing a lock on the door to a Lot or adding additional locks or door hardware;
 - (v) reimburse the Owners Corporation for any costs or charges incurred by the Owners Corporation as a result of an Owner or Occupier activating a Fire Safety Device which results in the Owners Corporation incurring a cost or charge;

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- (vi) subject to receiving notice under by-law (d) give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing Fire Safety Devices.
- (c) Notwithstanding the provisions of this by-law, an Owner or Occupier remains responsible to keep and maintain smoke detectors within that person's Lot in good and serviceable order.
- (d) The Owners Corporation must give reasonable notice in writing to the Occupier of a Lot before exercising the right conferred by by-law 20(b)(vi).
- (e) If an Owner or Occupier breaches a provision or provisions of this by-law, the Owners Corporation can exercise the powers granted under by-law 16.


20. Use of Balconies and Terraces

20.1 Furniture

- (a) An Owner, Occupier or Permitted Person must not, without the written consent of the Owners Corporation, use a Balcony or Terrace to store furniture, goods or any other item.
- (b) Outdoor furniture or other loose items kept on a Balcony or Terrace must:
 - (i) have an appearance in keeping with the appearance of the rest of the Building;
 - (ii) not cause damage or be dangerous or have potential to cause damage or injury;
 - (iii) be adequately secured to ensure that they do not cause damage to a person or property in windy conditions; and
 - (iv) not be placed near balustrades in a manner which may create a safety hazard.

20.2 Balustrades, handrail and grilles

- (a) Subject to (b), an Owner or Occupier must keep all Balconies, Terraces, balustrades (including glass balustrades if any), handrails and grilles within or servicing the Owner or Occupier's Lot clean, tidy and well maintained including so much as is Common Property unless:
 - (i) the Owners Corporation resolves that it will keep the balustrades, handrails and grilles clean; or
 - (ii) the balustrades, handrail and grilles cannot be accessed by the Owner or Occupier of the Lot safely or at all.

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- (b) Owners are responsible for the cost of keeping clean that part of the glass balustrades, handrail and grilles of the Lot that cannot be accessed by an Owner or Occupier safely or at all and must indemnify the Owners Corporation in this regard according to the relative proportion of the respective unit entitlements.
- (c) An Owner or Occupier must ensure that no damage is caused to a person or property when cleaning, tidying or maintaining any item referred to in by-law 21.2(a).
- (d) An Owner or Occupier must not tint or cover a glass balustrade or place any sign on the balustrade.


20.3 Rules

- (a) An Owner or Occupier must ensure animals do not soil on any Balcony or Terrace surface.
- (b) An Owner or Occupier must not:
 - (i) modify a balustrade of a Balcony or Terrace in any way; or
 - (ii) affix or install any item to a wall or ceiling of a Balcony or Terraces; or
 - (iii) use the glass balustrade or hand rail for any purpose other than for what it was designed.
- (c) An Owner or Occupier must not place items on Balconies which may be capable of falling or being blown by wind off the Balcony or in a manner which might create a safety hazard.
- (d) An Owner or Occupier must not place any items on ledges, hand rails or balustrades of Balconies.

21. Use of Sky Terrace

- (a) The Owner's Corporation must ensure that the Sky Terrace is maintained for the exclusive use of Owners and Occupiers only. Owners and Occupiers must not exclude any other Owners and Occupiers from using the Sky Terrace.
- (b) The Owner's Corporation must restrict the opening hours of the Sky Terrace to between 9am and 9pm, 7 days per week. Owners and Occupiers must not access or use the Sky Terrace outside of those hours.
- (c) Owners and Occupiers must only use the Sky Terrace for quiet activities such as dining, sunning, reading, etc... Owners and Occupiers not hold any parties or undertake any activities on the Sky Terrace which are noisy or cause disturbance or annoyance to other Occupiers or occupiers of other buildings.

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- (d) The Owners Corporation may impose penalties of up to \$1,000 to Owners and Occupiers who do not comply with this by law.

22. Development Consent Conditions

Owners and Occupiers are required to comply with the provisions of the Development Consent to the extent that apply to a Lot or to Owners and Occupiers, including the following restrictions:


- (a) A separate development consent or complying development certificate for the fitout and use of the Retail Lot must be obtained, in addition to any consent of the Owners Corporation required under these by-laws.
- (b) The Owners Corporation must ensure that the Sky Terrace must be available of the all Occupiers, and must not grant any exclusive use rights in relation to those areas.
- (c) Owners and Occupiers are not entitled to participate in any existing or proposed on-street resident parking schemes and (as required by Council) an Owner must advise all intending owners, occupiers and tenants of this prohibition at the time of entering into a sale contract, lease or occupancy agreement.
- (d) The Owners Corporation must ensure that signs reading "All owners, tenants and occupiers of this building are advised that they are not eligible to obtain Resident Parking Scheme parking permits from Council" are displayed and maintained in prominent places where they can easily be observed by people entering the Building.
- (e) The Owners Corporation must ensure that signs are erected and maintained compelling drivers to:
 - (i) stop before onto the public way;
 - (ii) "Give Way To Pedestrians" before crossing a footway; and
 - (iii) "Give Way To Pedestrians And Bicycles" before crossing a footway on an existing or identified shared path route.
- (f) All residential Lots may only be used for permanent residential accommodation and may not be used for the purposes of a hotel, motel, serviced apartments, boarding house, tourist accommodation or similar and must not be used for short term accommodation other than a residential tenancy agreement for a term exceeding 3 months.

23. Service of Documents

Any notice or document referred to in these by laws may be served:

- (a) by post or delivery to the mailbox of the Owner or Occupier of a Lot;

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- (b) by e-mail to any e-mail address of the Owner or Occupier; and by placing the document on a notice board of the main entry to the Common Property.

24. Lift

Acknowledgements and Obligations

- (a) Owners and Occupiers acknowledge that the Lift on the Common Property benefits only the Owners and Occupiers of the Residential Lots.
- (b) Owners and Occupiers of Residential Lots agree that the costs incurred by the Owners Corporation in relation to work done on the Lift shall be apportioned to the Owners and Occupiers of the Residential Lots only.

25. Grease Trap

Acknowledgements and Obligations

- (a) Owners and Occupiers acknowledge that the Grease Trap on the Common Property benefits only the Owners and Occupiers of the Retail Lot.
- (b) Owners and Occupiers of Retail Lot agree that the costs incurred by the Owners Corporation in relation to maintenance and servicing of the Grease Trap shall be apportioned to the Owners and Occupiers of the Retail Lot only.

26. Retail Kitchen Exhaust Riser

Acknowledgements and Obligations


- (a) Owners and Occupiers acknowledge that the Retail Kitchen Exhaust Riser on the Common Property benefits only the Owners and Occupiers of the Retail Lot.
- (b) Owners and Occupiers of Residential Lots agree that the costs incurred by the Owners Corporation in relation to work maintenance and servicing of the Retail Kitchen Exhaust Riser shall be apportioned to the Owners and Occupiers of the Retail Lot only.

27. Retail Plant Room

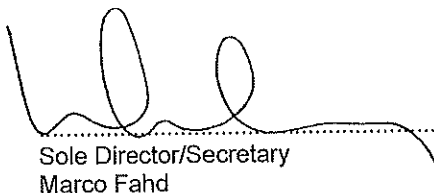
Acknowledgements and Obligations

- (a) The Owner or Occupier of the Retail Lot has an exclusive licence to use that part of the Common Property which comprises of the Retail Plant Room.
- (b) Owners and Occupiers of Residential Lots agree that the costs incurred by the Owners Corporation in relation to work done on the Retail Plant Room shall be apportioned to the Owners and Occupiers of the Retail Lot only.

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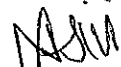
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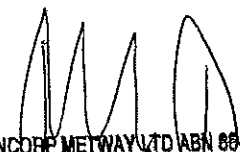
Executed by BWP Consolidated Pty
Ltd ACN 163 555 566
IN ACCORDANCE WITH SECTION 127
OF THE CORPORATION ACT (CTH)


Sole Director/Secretary
Marco Fahd

EXECUTED BY:

Witnessed by:


Nancy Ahoosivi
Level 32, 266 George St
Brisbane Qld 4000


SUNCORP METWAY LTD ABN 66 010 831 722
BY ITS DULY CONSTITUTED ATTORNEY
UNDER POWER OF ATTORNEY
BOOK 3859 No. 372
JOANNE PARTINGTON ~~LEVEL 1~~