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**SP89861**

**"Revolution" 359-367 Illawarra Road, Marrickville  
Residential Strata By Laws**

# SP89861

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## 1. Definitions and interpretation

### 1.1 Definitions

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

**Air Conditioning System** includes air conditioning plant and equipment and air handling units and includes the Cables associated with the Air Conditioning System.

**Approved Building Works** means works to a Lot or Common Property which have been approved by the Owners Corporation.

**Authority** means any Governmental Agency or any statutory, public or other Authority having jurisdiction over the Building.

**Building** means the building or buildings constructed within the Parcel.

**By laws** means the by laws in place from time to time for the Strata Scheme.

**Cable** means cables, conduits, pipes, wires and ducts.

**Caretaker** means the person appointed by the Owners Corporation to enter into the Caretaker Agreement.

**Caretaker Agreement** means the agreement between the Owners Corporation and the Caretaker contemplated under by law 20.

**Code** means a code made by the Owners Corporation in accordance with by law 13(a) (as it may be amended or changed).

**Common Property** means so much of the Parcel as from time to time is not comprised in any Lot.

**Development Act** means the *Strata Schemes (Freehold Development) Act 1973*.

**Development Consent** means a consent issued under the *Environmental Planning and Assessment Act 1979* and includes all amendments and variations to that consent.

**Equipment** includes plant, machinery, equipment and security devices.

**Executive Committee** means the executive committee appointed by the Owners Corporation.

**Garbage** means any refuse, recyclable material or waste.

**Garbage Room** means that part of the area in the Building designated for the storing of Garbage.

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

**Law** includes any requirement of any statute, rule, regulation, proclamation, ordinance or by law, present or future, and whether state, federal or otherwise.

**Lot** means a lot in the Strata Plan and otherwise has the meaning given to it by the Development Act.

**Management Act** means the *Strata Schemes Management Act 1996 (NSW)*.

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**Managing Agent** means the person appointed by the Owners Corporation as its strata managing agent under s27 of the Management Act and if no person is for the time being so appointed, the secretary of the Owners Corporation.

**Occupier** means the occupier, lessee or licensee of a Lot.

**Original Owner** means the registered proprietor of the Lots at the time of registration of the Strata Plan.

**Owner** means the registered proprietor of a Lot or the mortgagee in possession of a Lot.

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

**Parcel** means the land comprising the Lots and Common Property the subject of the Strata Scheme.

**Restricted Matter** means a matter or class of matter determined by the Owners Corporation by way of an ordinary resolution to be a matter or class of matter to be determined by the Owners Corporation in general meeting.

**Retail Lot** means lots 178 to 184 (inclusive) in the Strata Scheme.

**Rules** means the rules made by the Owners Corporation in accordance with by law 13(a) (as they may be amended or changed).

**Security Key** means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

**Services** means the services provided by the Caretaker to the Owners Corporation under the Caretaker Agreement including without limitation, building services, building maintenance services, cleaning services, garbage removal and waste services and landscaping services.

**Sign** includes any sign, light, advertisement, name, notice, placard and any other similar item, and includes any Sign advertising a Lot for sale or to let.

**Strata Plan** means strata plan registered with these by laws.

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

## 1.2 Interpretation

- (a) Undefined words in these by laws have the same meaning as they do in the Management Act.
- (b) Any reference to:
  - (i) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by laws issued under the later legislation
  - (ii) a thing includes the whole or each part of it, and
  - (iii) the singular includes the plural and vice versa.
- (c) Headings do not affect the interpretation of the by laws.

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## 2. Consent of Owners Corporation

- (a) Where a by law requires the consent of the Owners Corporation, unless stated otherwise in that by law, the consent may be given by either:
  - (i) the Owners Corporation in general meeting, or
  - (ii) the Executive Committee at a duly convened meeting of the Executive Committee unless it is a Restricted Matter.
- (b) Consent given by the Owners Corporation under a by law:
  - (i) if practicable, may be revoked by the Owners Corporation in general meeting, and
  - (ii) may be granted or withheld in the absolute discretion of the Owners Corporation or be given conditionally.
- (c) Notwithstanding the provisions of by law 2(b), where an Owner or Occupier makes an application for the consent of the Owners Corporation to a particular activity and the Owners Corporation has developed a Rule or Code relating to that activity or class of activity, if the activity for which the Owner or Occupier seeks consent is one which is approved by the relevant Rule or Code, the Owners Corporation must not withhold its consent to the application by that Owner or Occupier to the carrying out of that activity.
- (d) Consent given by the Executive Committee under a by law:
  - (i) if practicable, may be revoked by the Owners Corporation in general meeting, and
  - (ii) may be granted or withheld in the absolute discretion of the Executive Committee or be given conditionally.
- (e) Owners and Occupiers must comply with any condition in a consent.
- (f) Where a by law requires an act or activity to be reported to the Owners Corporation, unless stated otherwise in the by law:
  - (i) if the Owners Corporation has appointed a Caretaker, that act or activity must be reported to the Caretaker, and
  - (ii) if the Owners Corporation has not appointed a Caretaker, that act or activity must be reported to the Managing Agent, or if a Managing Agent has not been appointed, to a member of the Executive Committee.

## 3. Behaviour and responsibility on Common Property

- (a) Owners and Occupiers must be adequately clothed when on Common Property.
- (b) Owners and Occupiers must do all that is necessary not to break any Law when on Common Property.
- (c) Owners and Occupiers must not:
  - (i) make noise or behave in a way likely to interfere with another's peaceful enjoyment of their Lot or Common Property

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- (ii) use language or behave in a manner likely to cause offence or embarrassment to the Occupier of another Lot or to any person lawfully using Common Property
  - (iii) obstruct the lawful use of Common Property by any person
  - (iv) smoke while on Common Property or allow smoke to emit from their Lot
  - (v) do anything which is illegal while on Common Property, or
  - (vi) bring or permit to enter, any heavy article which might cause structural damage to the Building.
- (d) Owners and Occupiers must ensure their children and the children of their visitors:
- (i) are accompanied by a responsible adult if they are playing within the bounds of Common Property and
  - (ii) unless accompanied by a responsible adult, do not enter areas of Common Property that are likely to be dangerous to children.
- (e) Owners and Occupiers must ensure their invitees:
- (i) are not left to remain on the Common Property unsupervised except to the extent reasonably necessary for their arrival and departure
  - (ii) do not do anything that they cannot do under the by laws and
  - (iii) are removed from the Building upon refusing to comply with the by laws.

## 4. Common Property

- (a) Owners and Occupiers must:
- (i) inform the Owners Corporation of any noticeable defect they notice in the Common Property or personal property vested in the Owners Corporation and
  - (ii) have consent from the Owners Corporation under the by laws if alterations carried out on their Lot affect Common Property.
- (b) Owners and Occupiers must not:
- (i) do anything to damage or deface Common Property
  - (ii) interfere with any personal property vested in the Owners Corporation
  - (iii) interfere with the operation of any Equipment installed in the Common Property
  - (iv) damage any lawn, plant, tree or garden situated on or within Common Property
  - (v) purposely damage or use part of a lawn or garden, a plant or tree for their own purpose
  - (vi) place or hang laundry on any part of the Common Property

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- (vii) park or stand any motor vehicle, boat or other vehicle on any part of the Common Property, or
- (viii) use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- (c) Notwithstanding Section 62 of the Management Act, Owners and Occupiers must maintain and keep in a state of good repair or otherwise as reasonably required by the Owners Corporation, any installation that services their Lot to which the consent of the Owners Corporation has been given under the by laws.

## 5. Prevention of damage to Common Property

Owners and Occupiers must not, without the prior written consent of the Owners Corporation:

- (a) interfere with the operation of any Equipment installed in the Common Property
- (b) modify any existing Equipment (whether or not such Equipment is contained wholly within their Lot)
- (c) interfere with Common Property or remove any Common Property placed there by direction of Owners Corporation.

## 6. 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 without the written approval of the owners corporation.
- (b) An approval given by the owners corporation under by law 6(a) cannot authorise any additions to the Common Property.
- (c) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (i) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (ii) any screen or other device to prevent entry of animals or insects on the lot, or
  - (iii) 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
  - (iv) any device used to affix decorative items to the internal surfaces of walls in the owner's lot

unless the device is likely to affect the operation of fire safety devices in the Lot or reduce the level of safety in the Lots of Common Property.

- (d) Any such locking or safety device, screen, other device or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the owners corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.



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- (e) Despite section 62 of the Act, the owner of a lot must:
  - (i) maintain and keep in a state of good and serviceable repair any installation referred to in by law 6(c) that forms part of the Common Property and that services the lot, and
  - (ii) 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 sign referred to in by law 6(c) that forms part of the Common Property and that services the lot.

## 7. Occupation and use of Lots

### 7.1 General

- (a) Owners and Occupiers must:
  - (i) keep their lot clean, tidy and in good repair and
  - (ii) comply with all Laws affecting their Lot.
- (b) Owners and Occupiers must not:
  - (i) store or use any chemical, liquid, gas or flammable material on their Lot unless it is to be used in the lawful, permitted use of their Lot and
  - (ii) use or occupy or allow their Lot to be used or occupied:
    - (A) for any unlawful purpose, or
    - (B) for any purpose that may affect, lessen or damage the reputation of the Building.
  - (iii) break any Law whilst on their Lot
  - (iv) place or hand laundry, towels, rugs, bedding or any other similar item on any part of their Lot that is visible from outside their Lot
  - (v) keep anything which is visible from outside their Lot which is inconsistent with the visual aesthetics of the Building
  - (vi) operate or allow to operate any device or electronic equipment on their Lot which interferes with any domestic appliance lawfully in use in the Building or another Lot
  - (vii) place, attach or hang from any part of their Lot or the Common Property any aerial or any security device or wires, or
  - (viii) install or operate any intruder alarm in their Lot which permits an audible signal.

### 7.2 Floor coverings

Owners and Occupiers must ensure the floor space within their Lot is covered or otherwise treated so as to prevent the transmission of noise from such floor space which is likely to disturb the peaceful enjoyment of another Lot (kitchens, bathrooms and laundries excluded).

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## 7.3 Window coverings

- (a) Owners and Occupiers must ensure the window treatment of their Lot (such as curtains, blinds, shutters and louvres) is either of a white or off white colour or a colour approved by the Owners Corporation. Any window treatment such as shutters must be painted, and must be painted in a white or off white colour, and
- (b) Owners and Occupiers must not tint the windows or glass doors of their Lot with mirror reflective tint.
- (c) Owners and Occupiers must not without the consent of the Owners Corporation:
  - (i) tint the windows or glass door of their Lot with any other type of tint
  - (ii) attach, erect, install or affix any window treatment to the outside of the windows or doors on their Lot (such as louvres, shutters, awnings, sun shades or sun blinds),
  - (iii) attach, erect, install or affix any bars, security screens, grilles, locks or any other safety device on the interior or exterior of windows or doors in their Lot which is visible from outside the Lot.

## 7.4 Cleaning windows

- (a) Owners and Occupiers must keep clean all interior surfaces and exterior surfaces of glass in windows and doors on the boundary of their Lot, including so much as is Common Property, unless:
  - (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean, or
  - (ii) that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.
- (b) The Owners Corporation may decide:
  - (i) to keep clean that part of the Common Property which is the glass surface of any window or door or the boundary of any Lot or Lots, or
  - (ii) not to keep clean that part of the Common Property which is the glass surface of any window or door on the boundary of any Lot or Lots.

## 7.5 Balconies

- (a) Owners and Occupiers must:
  - (i) keep the balconies of their Lot clean, tidy and in good repair and
  - (ii) ensure those parts of the balcony rails and door and window frames which are Common Property are cleaned on a regular basis so as to prevent corrosion, rusting and weathering.
- (b) Owners and Occupiers must not place or hang any item on the balcony of their Lot:
  - (i) which is fixed
  - (ii) which is inconsistent with the use as a balcony, or

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- (iii) which is inconsistent with the aesthetics and appearance of the Building.

## 7.6 Barbeques

Owners and Occupiers must not:

- (a) place or operate a barbeque on the balcony of their Lot unless:
  - (i) it is a portable gas barbeque with a cover, or
  - (ii) it is a barbeque approved by, or a type approved by the Owners Corporation in accordance with by law 13
- (b) permit any smoke or odour to emit from a barbeque on their Lot which causes or is likely to cause a nuisance to the Owners and Occupiers of other Lots.

## 7.7 Car spaces

- (a) Owners and Occupiers must keep the car space of their Lot clean and free from grease
- (b) Owners and Occupiers must not use their car space for storage purposes.
- (c) Owners and Occupiers may only use their car space for parking motor bicycles, bicycles and motor vehicles (and no other vehicles such as boats or caravans),
- (d) Owners and Occupiers must not enclose their car spaces.

## 7.8 Vehicles

- (a) An Owner or Occupier must not park or stand any motor vehicle or other vehicle on Common Property or allow any invitee of the Owner or Occupier to park or stand any motor vehicle or other vehicle on Common Property except with the prior written approval of the Owners Corporation.
- (b) An Owner or Occupier must not park or stand any motor vehicle or other vehicle in any parking space designated for use by visitors.
- (c) Invitees of Owners or Occupiers may only park in the spaces designated for use by visitors:
  - (i) for a maximum period of 24 hours; and
  - (ii) no more than once in any consecutive 7 day period.

## 7.9 Commercial operations

- (a) The Owners Corporation must be notified by an Owner or Occupier (not being the Owner or Occupier of a Retail Lot):
  - (i) who is carrying out or intends to carry out, or
  - (ii) who permits or intends to permit any person to carry out, commercial operations from their Lot,
- (b) On request by the Owners Corporation, each Owner and Occupier of a Lot must give the Owners Corporation a copy of the consents. They hold in connection with

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any commercial activities being operated on their Lot (this by law applies to Commercial Lots).

## 8. Alterations or work to Lots

- (a) The consent of the Owners Corporation and the Executive Committee must be obtained if an Owner or Occupier wishes to:
  - (i) make alterations to, additions to, remove, repair or replace:
    - (A) any part of the Common Property near or within their Lot (such as Common Property walls, Common Property windows and doors, Common Property floor and ceilings)
    - (B) the structure of their Lot
    - (C) the internal walls inside their Lot (such as dividing walls even though they may not be Common Property),
    - (D) the balcony attached to their Lot (such as enclosing it or erecting some permanent structure on it (this does not include plants and furniture)),
  - (ii) install any bars, screens, grilles or other safety devices to the exterior or any windows or doors of their Lot
  - (iii) install, place or leave anything on the car space of their Lot which is not a motor vehicle.
- (b) Owners and Occupiers of Lots must not commence to carry out any Approved Building Works to their Lot, any other Lot or the Common Property:
  - (i) unless the Owners Corporation has approved the plans and specifications for the works
  - (ii) they have procured all relevant consents from the relevant Authorities
  - (iii) if applicable, they have in place all relevant insurances and have given a copy of the policy and the certificate of currency to the Owners Corporation, and
  - (iv) if applicable, they have provided to the Owners Corporation all reports and other information requested by the Owners Corporation in connection with the works.
- (c) When carrying out Approved Building Works in connection with a Lot the Owner and Occupier of the Lot must:
  - (i) comply with the reasonable requirements of the Owners Corporation and the consent from the Owners Corporation
  - (ii) comply with the requirement of all relevant Authorities and the consents from the relevant Authorities
  - (iii) ensure the works are carried out in a proper and workmanlike manner
  - (iv) use only qualified and where appropriate, licensed tradesmen

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- (v) ensure the works are carried out without undue delay
  - (vi) ensure no materials, tools, rubbish or debris are left lying about the Common Property
  - (vii) cause as little disturbance as is practicable to other Owners and Occupiers
  - (viii) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage
  - (ix) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage
  - (x) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage and
  - (xi) ensure the works are installed wholly within the boundaries of their Lot.
- (d) On completion of Approved Building Works in connection with a Lot, the Owner and Occupier of the Lot must:
- (i) ensure all rubbish and debris caused by the works is removed from the Building
  - (ii) ensure the Common Property is left clean and tidy, and
  - (iii) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works.
- (e) Each Owner and Occupier must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.

## 9. Security and Security Keys

- (a) If it considers it necessary, the Owners Corporation may:
- (i) close off or restrict by means of Security Key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis
  - (ii) exclude your access to any part of the Common Property as a means of monitoring the security of the Building, and
  - (iii) restrict by means of Security Key your access to one level of the Building to any other level.
- (b) Owners and Occupiers must not do or permit anything which may prejudice the security or safety of the Building.
- (c) Owners and Occupiers must close all security doors and gates when they pass through them.
- (d) If the Owners Corporation restricts access under by law 9(a), the Owners Corporation may make available to Owners and Occupiers free of charge or for a

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charge or bond (at the election of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.

- (e) The Owners Corporation may charge Owners and Occupiers a fee or a bond for any additional or extra Security Key they may require.
- (f) Owners and Occupiers must exercise great care in making a Security Key available for users of their Lot.
- (g) Owners and Occupiers must take all reasonable steps to ensure return of the Security Key to the Owner or the Owners Corporation.
- (h) Owners and Occupiers must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.
- (i) Owners and Occupiers must promptly notify the Owners Corporation if a Security Key is lost or destroyed.
- (j) The Owners Corporation has the power to re-code Security Keys and to require Owners and Occupiers to return their Security Keys to have them re-coded.
- (k) The Owners Corporation has the power to make agreements with other parties to manage the Security Keys system for a charge, and if it does, Owners and Occupiers must deal with that party and pay the fee or bond that party may require for Security Keys.

## 10. Compensation to Owners Corporation

- (a) Owners and Occupiers must compensate the Owners Corporation for any damage to the Common Property or personal property vested in the Owners Corporation caused by them or any of their invitees.
- (b) Owners and Occupiers must reimburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of breach of the bylaws by them or any one under their control.

## 11. Garbage

- (a) Owners and Occupiers may only dispose of Garbage in the manner provided by this by law.
- (b) Garbage that is not recyclable must be:
  - (i) securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped)
  - (ii) placed in the garbage receptacles in the Garbage Room.
- (c) Garbage that is recyclable material must be:
  - (i) separated from Garbage that is not recyclable
  - (ii) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local Council, any relevant Authority or otherwise)

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- (iii) in the case of bottles, completely drained, and
- (iv) placed in the relevant recyclable bins in the Garbage Room.
- (d) Owners and Occupiers must:
  - (i) promptly remove any Garbage that may have been spilled, and
  - (ii) promptly clean the area on which the Garbage has been spilled.
- (e) Owners and Occupiers must not:
  - (i) place or leave Garbage anywhere on the Common Property other than:
    - (A) in the case of Garbage that is not recyclable, in the Garbage Rooms
    - (B) in the case of recyclable Garbage, in the relevant receptacle in the Garbage Room
  - (ii) place or leave any item of recyclable Garbage in any receptacle in the Garbage Room other than the receptacle marked for that particular kind of recyclable Garbage, or
  - (iii) enter the Garbage Room or place or leave Garbage in the Garbage Room.
- (f) The Owners Corporation must ensure that the Garbage Room is cleaned and appropriately maintained and kept in a safe state at all times.

## 12. Animals

- (a) Subject to this by law, an Owner of a Lot must not, without the prior written approval of the Executive Committee, keep any animal (except a cat or a small dog or a small caged bird, or fish kept in a secure aquarium in the Lot) in the Lot or on the Common Property.
- (b) The Executive Committee must not unreasonably withhold its approval to the keeping of an animal in the Lot or on the Common Property.
- (c) If an Owner of a Lot keeps a cat, small dog or small caged bird in the Lot then the Owner must:
  - (i) notify the Executive Committee that the animal is being kept in the Lot
  - (ii) keep the animal within the Lot
  - (iii) carry the animal when it is on the Common Property, and
  - (iv) take such action as may be necessary to clean any areas of the Lot or the Common Property that are soiled by the animal.
- (d) An Owner of a Lot may keep a guide dog or hearing dog in the Owner's Lot or on the Common Property if the Owner is visually or hearing impaired.
- (e) An Owner of a Lot must not allow visitors to bring an animal into the Building or Common Property unless it is a guide dog or hearing dog and the visitor is visually or hearing impaired.

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## 13. Rules and Codes

- (a) The Owners Corporation may make Rules and Codes relating to matters associated with:
  - (i) the use and management of the Building
  - (ii) the security and control of the Building
  - (iii) the manner of treating windows and glass doors of Lots (such as the type and colour of window treatment which is permitted)
  - (iv) the type of bars, screens (whether security screens or insect screens), grilles, locks or any other safety device on the interior or exterior of windows or doors in Lots
  - (v) the appropriate make, model and colour of an over-bonnet storage unit
  - (vi) the appearance of Lots
  - (vii) the appearance of the Building
  - (viii) the type of furniture and other items which are prohibited from being placed on balconies
  - (ix) the type of Signs, or
  - (x) any other matter determined by the Owners Corporation.
- (b) The Owners Corporation may amend or replace any Rule or Code.
- (c) Owners and Occupiers are bound by the Rules and the Codes.
- (d) The Owners Corporation must display any new or amended Rule or Code on the notice board of the Building for at least 7 days, or send a copy to each Owner.
- (e) If the Owner is not the Occupier, the Owner must send a copy of the Rules or Code to the Occupier within 7 days of receiving a copy from the Owners Corporation.

## 14. Provision of amenities or services

- (a) The Owners Corporation may determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the lots:
  - (i) window cleaning
  - (ii) garbage disposal and recycling services
  - (iii) electricity, water or gas supply and
  - (iv) telecommunication services (for example, pay for view television).
- (b) If the Owners Corporation makes a resolution referred to in by law 14(a) 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.



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## 15. Insurance premiums

- (a) Unless there is prior written consent of the Owners Corporation, Owners and Occupiers may not do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
- (b) Consent under by law 15(a) allows the Owners Corporation to require an Owner to reimburse the Owners Corporation for the higher premiums.
- (c) Owners and Occupiers must immediately notify the Owners Corporation of any activity carried out or intended to be carried out or permitted to be carried out on their Lot which may increase the premiums for the insurances held by the Owners Corporation.
- (d) Owners are responsible to pay the amount by which any insurance premium may increase as a result of any activity being carried out on that Owner's Lot. The increased amount must be paid from time to time on demand from the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

## 16. Signs

- (a) Unless there is prior written consent of the Owners Corporation, Owners and Occupiers must not attach, erect or exhibit any Sign to or on any part of the Common Property or any part of their Lot which is visible from outside their Lot.
- (b) The provisions of this by law:
  - (i) do not bind the Original Owner and
  - (ii) do not apply to Signs erected by the Caretaker indicating the location of its office or advertising its services.

## 17. Moving and delivering

- (a) This by law relates to moving in and out of the Building, taking delivery of items in the Building and moving large or heavy items through the Common Property.
- (b) Such items may only be moved through the Common Property or taken delivery of, in accordance with the requirements and Rules of the Owners Corporation.
- (c) Owners and Occupiers must not do any damage to the Common Property, or must immediately make good any such damage they have caused to their Lot.
- (d) If the Owners Corporation has appointed a Caretaker, Owners and Occupiers must comply with his requirements.

## 18. Complaints and applications

- (a) Any complaint or application to the Owners Corporation or the Executive Committee must be addressed in writing to the party nominated from time to time by the Owners Corporation to accept that complaint or application.
- (b) If the Owners Corporation has not made a nomination, then complaints and applications must be addressed to the Managing Agent, or if the Owners Corporation has not appointed a Managing Agent, to the Executive Committee.

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## 19. Lease or licence of Lots

- (a) This by law applies to Lots that are leased or licensed or otherwise occupied by a party other than the Owner.
- (b) If an Owner of a Lot has leased or licensed that Lot, the Owner of the Lot:
  - (i) must ensure the Occupiers have a copy of the most recent version of the by laws, and any amendments or changes from time to time of the by laws
  - (ii) must ensure the Occupiers comply with the by laws
  - (iii) must act promptly to comply with any reasonable notice the Owner may receive from the Owners Corporation, the Executive Committee, the Managing Agent and the Caretaker(if any) about the Occupiers and
  - (iv) must take all action available to ensure the Occupiers comply with the by laws and any reasonable notice the Owner receives from the Owners Corporation.
- (c) If an Owner of a Lot has leased or licensed that Lot, the Occupier of the Lot:
  - (i) must comply with the by laws and
  - (ii) must promptly comply with any notice it receives from the Owners Corporation, the Executive Committee, the Managing Agent and the Caretaker (if any).
- (d) An Owner, occupier or tenant of a Lot must not lease, sub-lease or allow any person other than another owner or tenant to use the car space/s of the Lot.

## 20. Caretaker agreement

- (a) The Owners Corporation may:
  - (i) appoint the Caretaker to provide the Services, and
  - (ii) enter into the Caretaker Agreement referred to in by law 20(b) to provide those services.
- (b) The Caretaker Agreement may contain the following provisions:
  - (i) provide for remuneration to the Caretaker of an annual fee to be agreed between the Owners Corporation and the Caretaker and
  - (ii) provide for the annual fee to be reviewed annually in accordance with the Consumer Price Index.
- (c) The agreement may include provisions about:
  - (i) the manner in which the Caretaker must carry out the Services
  - (ii) the manner in which employees and contractors are to be engaged
  - (iii) the manner in which the Caretaker may be reimbursed for expenses and
  - (iv) the manner in which the agreement may be assigned.

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## 21. Obstruction of the Caretaker

Owners and Occupiers must not:

- (a) interfere with or obstruct the Caretaker from providing the services contemplated by the Caretaker Agreement, and
- (b) interfere with or obstruct the Caretaker from using any part of the Common Property in providing the services contemplated by the Caretaker Agreement.

## 22. Access

- (a) The Owners Corporation and the Caretaker may by each of their respective agents, employees or contractors with or without tools and materials, enter, have access to and go through a Lot or any part of a Lot for the purposes of:
  - (i) carrying out work required to be carried out by the Owners Corporation in accordance with the requirements of the Management Act
  - (ii) carrying out work required to be carried out by the Owners Corporation by a notice served on it by any public authority, and
  - (iii) carrying out work required to be carried out by the Owners Corporation by an order under the Management Act.
- (b) Owners and Occupiers must not obstruct or hinder the Owners Corporation in the exercise of its functions under this by law.
- (c) In order for the Owners Corporation to undertake its functions in this by law, the Owners and Occupiers of Lots must permit the Owners Corporation and the Caretaker to temporarily store any necessary equipment or material on the Lot.

## 23. Compliance with planning and other requirements

The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

## 24. Service of documents on owner of lot by owners corporation

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

## 25. Preservation of fire safety

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

## 26. Prevention of hazards

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

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## 27. Provision of amenities or services

- (a) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
  - (i) security services
  - (ii) promotional services
  - (iii) advertising
  - (iv) cleaning
  - (v) garbage disposal and recycling services
  - (vi) electricity, water or gas supply, and
  - (vii) telecommunication services (for example, cable television).
- (b) If the owners corporation makes a resolution referred to in by law 27(a) 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.

## By laws relating primarily to Retail Lots

### 28. Application

- (a) By laws 28 to 31 apply to the Retail Lots.
- (b) References to "Retail Lot" in those by-laws is a reference to each Retail Lot, reference to "Retail Lot Owner" is a reference to the Owner of a Retail Lot and reference to Retail Lot Occupier is a reference to the Occupier of a Retail Lot.

### 29. Use of Retail Lots

- (a) Retail Lot Owners and Retail Lot Occupiers:
  - (i) must not use the Retail Lot for any unlawful purpose, and
  - (ii) must comply with the terms of each and every Development Consent applicable to the Retail Lot.
- (b) The Owners Corporation must endorse its consent on each and every application, plan and report reasonably required by a Retail Lot Owner in connection with procuring a Development Consent or amending a Development Consent for any development or use of a Retail Lot not prohibited by the zoning applicable to the Retail Lot.

### 30. Erection of signs by Retail Lot owners

- (a) Despite any other by-law to the contrary and subject to compliance with the terms of this by-law, Retail Lot Owners have the special privilege to attach Signs to, and erect Signs on, the Common Property or any part of the Retail Lot visible from outside the Lot on the conditions of this by-law.

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- (b) Retail Lot Owners and Retail Lot Occupiers must:
- (i) obtain the consent of all relevant Authorities to each Sign prior to attaching it or erecting it
  - (ii) produce to the Owners Corporation on demand a copy of all relevant consents in connection with any Sign attached or erected in accordance with this by-law
  - (iii) comply with the requirements, and notices, of all relevant Authorities in connection with the Signs attached or erected in accordance with this by-law
  - (iv) reimburse the Owners Corporation for any additional insurance premiums or increased insurance premiums paid or payable by the Owners Corporation on any insurance policy effected in connection with the Building as a result of the exercise of the rights in this by-law
  - (v) indemnify the Owners Corporation and keep the Owners Corporation indemnified against all claims and liability incurred by the Owners Corporation as a result of exercise of the rights created by the this by-law or as a result of carrying out any obligation imposed by this by-Jaw
  - (vi) keep and maintain any Sign attached or erected in accordance with this by-law clean and in good condition, and
  - (vii) replace or renew any Sign which is in need of replacement or renewal.

## 31. Controls on hours of operation and use of facilities

- (a) 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 Retail Lots or the Retail Lots and Common Property of the strata scheme:
- (i) that commercial or business activities may be conducted on a Retail Lot or Common Property only during certain times, and
  - (ii) that facilities situated on the Common Property may be used by Retail Lots only during certain times or on certain conditions.
- (b) An owner or occupier of a Retail Lot must comply with a determination referred to in by law 31(a).

## 32. Air conditioning

- (a) An Owner, Occupier or the Owners Corporation must not install or maintain on a Lot or Common Property any air conditioning unit (**unit**) other than of a type and style approved by the Owners Corporation and with a power rating, noise rating and in a location directed by the Executive Committee.
- (b) An Owner and/or an Occupier of a Lot is at all times responsible for ensuring that the unit complies with all relevant legislation and regulations relating to the operating noise levels of the unit and indemnifies the Owners Corporation for any liability or expense incurred by the Owners Corporation arising from any breach of noise regulations.

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- (c) An Owner of a Lot has a right of exclusive use and enjoyment of that part of the Common Property required in order to install and keep a unit to service his or her Lot.
- (d) The Owner must maintain the unit, or any modification or addition to the unit, in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary or as reasonably required by the Owners Corporation. If the Owner decides to replace or renew the unit, the Owner must inform the Owners Corporation in writing of his intention to do so at least 14 days prior to the replacement or renewal.
- (e) An Owner at his or her cost must repair any damage to the Common Property occurring in the installation, maintenance, replacement, repair or renewal of the unit or any modification or addition to the unit.
- (f) An Owner must indemnify the Owners Corporation against any liability or expense that would not have been incurred if the unit had not been installed.
- (g) The unit always remains the property of the Owner of the Lot and does not become Common Property or come under the ownership of the Owners Corporation at any time.
- (h) Where any Air Conditioning System is installed for the benefit of an individual Lot before registration of the Strata Plan, the Owner of the Lot is liable for all costs of maintaining and operating that system. The Owner of that individual Lot is granted a right of exclusive use and enjoyment in accordance with paragraph (c) above and must comply with paragraphs (b), (d), (e) and (f) except that the phrase "Air Conditioning System" is substituted in place of the word unit where ever it appears in those paragraphs.
- (i) If air handling condensers are located on the balconies of Lots, they must be located either greater than 1.0m from the balustrade or, if located less than 1.0m from the balustrade, the condensers must be located on plinths or supports such that the top of the condenser is at least 760mm above the floor level, and the plinths or supporting structures are recessed beneath the condenser unit so that they do not project out and provide a foothold within the 150mm to 760mm zone. The fittings for the condensers are to be located on the end of the unit that is opposite to the balustrade and provided with a form of cover plate to avoid a foothold being created.

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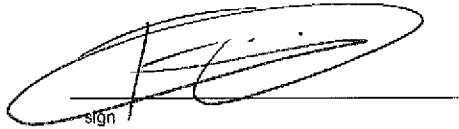
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## Signing page

### Owner

Signed by  
**Marrickville No. 1  
Pty Limited**  
under s.127(1) of the  
*Corporations Act  
2001*

(ABN 98 151 792 639)

  
sign

Sole director and sole  
secretary

office (director)

Fouad Deiri

full name

### Mortgagee

Signed by

by that person's  
attorney under power  
of attorney  
book  
no

sign (attorney)

the attorney states that he or she has no  
notice of termination or suspension of the  
power

full name (attorney)

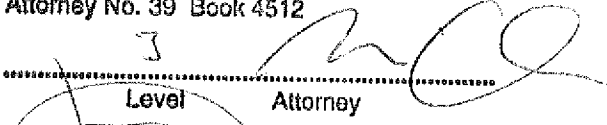
sign (witness)

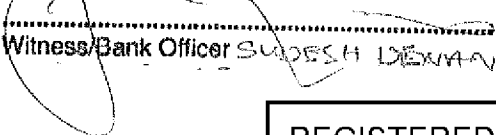
the witness states that he or she is not a party  
and was present when the attorney signed

full name (witness)

address (witness)

Mortgagee under Mortgage No. AH209847  
Signed at SYDNEY this 24th day of  
JUNE 2014 for National  
Australia Bank Limited ABN 12 004 044 937  
by NEEL KUMAR  
its duly appointed Attorney under Power of  
Attorney No. 39 Book 4512

  
Level Attorney

  
Witness/Bank Officer SUPESH DEWAN

REGISTERED  16-7-2014