

After Hours Emergencies 1300 730 214
(Before 9am – After 5pm, Weekends and Public Holidays)

By Laws for SP 52948
1-15 Fontenoy Road,
NORTH RYDE NSW 2113

1 Noise

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

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle upon common property except with the written approval of the Owners Corporation.

3 Obstruction of Common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

4 Damage to lawns and plants on common property.

An owner or occupier of a lot must not:

- (a) Damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon common property; or
- (b) Use for his or her own purpose as a garden any portion of the common property.

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, otherwise damage or deface any structure that forms part of the common property without the approval in writing of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) Any locking or other safety device for protection of the owners lot against intruders or;
 - (b) Any screen or other device to prevent entry of animals or insects on the lot or;
 - (c) Any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device, or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation, or structure referred to in subclause (3) that forms part of the common property and that services the lot.

6 Behaviour of Owners & Occupiers

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

7 Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the buildings and must accompany and exercise effective control when children play outside buildings on common property.

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

10 Drying of laundry items

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

11 Cleaning Windows and Doors.

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

12. Storage of Inflammable Liquids and other Substances & materials

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

13 Moving Furniture and other objects on or through Common Property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the property manager so as to enable the property manager to arrange for its nominee to be present at the time when the owner or occupier does so. Removalists and tradesmen are to access the buildings through the garage and not through the foyers.

14 Floor Coverings

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

15 Garbage Disposal

An owner or occupier of a lot must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers and completely drained.

16 Keeping of Animals

An owner or occupier of a lot must not, without the prior approval in writing of the owners' corporation, keep any animal on the lot or the common property. When requesting an animal the owner or occupier is to provide a written request covering where applicable matters to be considered by the owners' corporation namely:

- (1) the number, type and size of the pets
- (2) the number of pets already approved
- (3) any requirements for the pets to be restricted while travelling over common property,
- (4) a statement of compliance with By Law 1.

17 Appearance of Lot

(1) The owner or occupier of a lot must not without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-law 10.

18 Notice-board

An owners corporation must cause a notice-board to be affixed to some part of the common property.

19 Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes). Special By-Law 1 – Signs

The owner or occupier of a lot shall not cause any sign whatsoever to be erected within a lot which, when viewed from outside the lot, is visible from another lot, common property or public space.

Special By-Law 1 Signs

"The owner or occupier of a lot shall not cause any sign whatsoever to be erected within a lot which, when viewed from outside the lot, is visible from another lot, common property or public space.

Special By-Law 2 is repealed.

Special By-Law 3 Amenities

The owner occupier of a lot shall ensure that any invitee utilising any common property facilities shall be accompanied at all times by an owner or occupier of a lot.

By-Law 4 Lot 3 Window

"4. The Owner for the time being of lot 3 shall be entitled to a special privilege in respect of a common property window dividing the lounge room and the courtyard of the lot for the purpose of removing that section to permit the installation of a sliding door on the following terms and conditions;

- (a) The owner of Lot 3 shall at its sole expense carry out such works and shall be responsible for all future maintenance costs.
- (b) The work must be undertaken in a proper and workmanlike manner by a suitable qualified tradesperson.
- (c) The owner of Lot 3 must obtain any required approvals from Ryde City Council.
- (d) The Owner of Lot 3 shall indemnify, and keep indemnified, the Owners Corporation in respect of all claims, action, costs and expenses whether for injury to persons, or damage to property, arising in any way out of the carrying out of the works and future maintenance and the owner shall at time keep in effect a public risk insurance policy in a sum of not less than \$5,000,000 to cover the owners obligations hereunder.
- (e) If the owner defaults in the performance of any term or condition on this By-Law and such default continues for a period of fourteen (14) days after notice thereof is given to him by the Secretary of the Owners Corporation in writing, then the rights and privileges conferred by this By-Law may thereafter be terminated by an Ordinary Resolution of the Executive Committee of the Owners Corporation.
- (f) The rights and privileges conferred by this By-Law shall be terminated automatically in the event of the Strata Scheme being varied or terminated pursuant to Sections 50,51 or 51A of the Strata Schemes (freehold Development Act) 1973 as amended.
- (g) The Owner shall reimburse the Owners Corporation on demand for all legal and other costs reasonably incurred in the preparation and registration of this By-Law and in respect of any

steps taken by the Owners Corporation to terminate this By-Law under paragraph (g) above."

Special By-Law 4 Satellite Dishes

In addition to the powers, authorities, duties and functions conferred to impose upon the Owners Corporation by the Act and the By-Laws, the Owners Corporation shall have the following additional powers, authorities, duties and functions:

1. The power to acquire and install satellite dishes and associated equipment to the property.
2. The power and duty to repair and maintain and new and replace such equipment as may be necessary from time to time.

Special By-Law 5 Smoking

An owner or occupier and their invitees must not smoke whilst on any enclosed area of common property such locations to include but are not limited to building entrance, lift foyers, lifts, fire stairs, garage area, pool area etc. Owners or occupiers shall be responsible to take reasonable steps to ensure that their invitees comply with this By-Law.

Special By-Law 5 Smoking

An owner or occupier and their invitees must not smoke whilst on any enclosed area of common property such locations to include but are not limited to building entrance, lift foyers, lifts, fire stairs, garage area, pool area, etc or smoking anywhere that smoke can drift into other lots causing a nuisance for those residents. Owners or occupiers shall be responsible to take reasonable steps to ensure that their invitees comply with this By-Law.

Special By-Law 6 Telecom Infrastructure

That the Owners Corporation agree to install on common property equipment comprising of a telecommunications infrastructure for the provision of services to residents to enable them to receive the following – broadband internet, wireless connectivity, home working, ip telephone capabilities, home security and automation. The Executive Committee shall be granted the power to review the services available and enter into a contract on behalf of the Owners Corporation.

Special By-Law 7 is repealed

Special By-Law 8 is repealed

Special By-Law 9 Control of Excessive Water Usage

1. An owner and/or occupier of a lot must:
 - (a) Ensure that leaking taps and/or cisterns within the lot are promptly repaired to prevent loss of water.
 - (b). Not keep more than one washing machine within their lot space.
 - (c). Not use the washing machine in their lot space for any purpose other than to wash clothing, towels, bedding etc. used by residents of that lot.
2. The Owners Corporation shall by its agents, employees or contractors have the right to enter a lot to inspect the laundry, bathroom and kitchen areas to ensure compliance with this By-Law, after giving the occupier of the lot not less than 7 days' notice. Such notice shall include the date and time on which access is required, and by whom access will be required. Such notice shall be deemed to have been served on the occupier of the lot on the day that it is placed in the letter box associated with the lot.
3. If taps and/or cisterns within an owner's lot are leaking and require rectification, and the owner fails to have the required rectification works carried out within 14 days of being requested to do so in writing by the Owners Corporation, the Owners Corporation shall be entitled to arrange for any necessary rectification work to leaking taps and/or cisterns, and shall be entitled to recover the cost of such rectification works from the lot owner as a debt. For this purpose, the Owners Corporation shall be entitled to access to the lot, in accordance with the method set out in clause 2 above.

Special By Law 10 Lot 136 and Lot 137 Improvements

1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the improvements to be made to the Owner's lot.
2. The special privileges conferred by this by-law are the rights to alter and use the common property by making improvements that affect the common property.
3. "Improvements" means the alterations and additions undertaken by the Owner (at the Owner's cost and to remain the Owner's fixture) to remove part of the common wall separating the dining and living room areas of Lot 136 and Lot 137, as described in the structural engineering report and drawing prepared by Murdocca & Associates

Pty Ltd dated 14 January 2012, annexed to this by-law and marked "A".

4. The Owners Corporation acknowledges that other aesthetic works are being undertaken by the Owner that do not affect common property and do not require the consent of the Owners Corporation.

5. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.

6. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

7. The Owner must obtain written approval for the Improvements from the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required) and any other relevant statutory authority whose requirements apply to making the improvements.

8. The Owner must ensure that any party carrying out the Improvements effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of \$10,000,000 and provides certificates of currency evidencing the insurance on request by the Owners Corporation.

9. The Owner must submit to the Owners Corporation the following documents relating to the making the Improvements prior to obtaining written approval from the Owners Corporation:

- (a) plans and drawings;
- (b) specifications of work; and/or
- (c) any other documents reasonably required by the Owners Corporation.

10. The Owner must ensure that the Improvement comply with the standards as set out in the Building Code of Australia (BCA) current at the time the documents relating to the making of the Improvements are submitted to Owners Corporation.

Carrying out the Improvements

11. In carrying out the Improvements, the Owner must:

- (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
- (b) protect all areas of the building outside their lot from damage by making the Improvements or the transportation of construction materials, equipment, debris;
- (c) keep all areas of the building outside their lot clean and tidy throughout the performance of making the Improvements;
- (d) only make the Improvements at the times approved by the Owners Corporation;
- (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- (f) remove all debris resulting from making the Improvements immediately from the building; and
- (g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of making the Improvements.

12. The Owner must ensure that the Improvements shall be done:

- (a) in a proper and workmanlike manner and by duly licenced contractors; and
- (b) in accordance with the drawings and specifications approved by the local council and the Owners Corporation.

After completing the Improvements

13. The Owner must deliver to the Owners Corporation the following documents relating to the Improvements:

- (a) certification by an engineer nominated by the Owners Corporation as to the structural integrity of the Improvements and the building (if required); and
- (b) any other document reasonably required by the Owners Corporation.

14. The Owner must, at the Owner's cost:

- (a) properly maintain and keep the common property to which the Improvements are erected or attached in a state of good and serviceable repair; and
- (b) properly maintain and keep the Improvements in a state of good and serviceable repair and must replace the Improvements (or any part of them) as required from time to time.

15. The Owner may at any time reverse and restore the Improvements made under this by-law to reseparate Lots 136 and 137 in accordance with the conditions applicable to make the Improvements under this by-law.

Liability and Indemnity

16. The Owner indemnifies the Owners Corporation against all loss and damage suffered by the Owner as a result of making the Improvements including the repair and maintenance of the Improvements and liability under section 65(6) of the *Strata*

Schemes Management Act 1996 in respect of repair of the common property attached to the Improvements.

17. Any loss and damage suffered by the Owners Corporation as a result of making the Improvements may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.

18. To the extent that section 62(3) of the *Strata Schemes Management Act 1996* is applicable, the Owners Corporation determines it is inappropriate to maintain, renew, replace or repair the Improvements proposed under this by-law.

19. The Owner must pay the reasonable costs of the Owners Corporation of and incidental to the making and registering of this by-law.

Annexure A

Copy available upon request. Engineer Certificate and plan.

Special By-Law 11 Electronic Delivery of Notices

A document or notice may be served on the Owners Corporation, its Secretary or Strata Committee on the owner of a lot by electronic means only if they have previously given the Owners Corporation an email address for the service of notices. Such a notice is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission within 24 hours.

A document or notice may be served on the Owners Corporation, its Secretary or Executive Committee by the owner of a lot by electronic means and the document is sent to the strata managers email address. Such a document is deemed to have been served if the sender does not receive an electronic notification of unsuccessful transmission within 24 hours and the owner receives confirmation from the Owners' Corporation that such document has been received.

Special By-Law 12 Control of Common Gas Supply

In addition to the powers, authorities, duties and functions conferred upon the Owners Corporation by the Act and By-laws it shall have the following additional powers, authorities, duties and functions:

1. Enter a lot to inspect the common gas supply to cooking appliances;
2. Determine whether the common gas supply has been tapped for the supply to appliances other than the internal bench top cooking appliances ("additional appliances");
3. Impose on the owner of those lots in which the common gas supply has been diverted to additional appliances, an annual charge equal to the reasonable estimate usage of gas having regard to the rated gas consumption of the additional appliances; all such estimates to be at the absolute discretion of the Owners Corporation acting reasonably;
4. Determine that such annual charge be a levy for the purposes of enforcing the payment thereof;
5. Vary the annual charge having regard to the cost of gas imposed on the Owners Corporation;
6. Impose a retrospective levy on lots found to have tapped the common gas supply without permission from the Owners Corporation, any such charge to be at the absolute discretion of the Owners Corporation acting reasonably;
7. Continue to bill such levy until confirmation from a licensed gas fitter is received advising that no diversion of gas supply exists within a lot.
8. An owner and/or occupier of a lot must NOT connect an additional appliance to the common gas supply without:
 - a. First notifying the Owners Corporation in writing of the intention to do so;
 - b. Using only the services of a licensed gas fitter as approved by the Owners Corporation to carry out the installation;
 - c. Paying any charge when levied for the consumption of gas determined by the Owners Corporation;
 - d. Be responsible for the maintenance and repair of all fittings, pipe work and appliances attached to the common gas supply other than the gas supply piping to the boundary of the lot.
9. In the event the individual gas meters are installed to each and every lot such the consumption can be billed to each lot on a strictly metered basis the above requirements shall cease to have effect from the date of commencement of such direct billing of gas consumption.

The Chairman noted that this was a slight change in previous policy applied where voluntary reporting of gas appliances had been accepted and the annual fee had remained fixed for many years. This fee was not too low and some measures were necessary to

deal with undisclosed use of common gas supply. The conversion of this policy to a by-law is to deal with enforcement.

Special By-Law 13 Sharing of Water and Gas Costs

In addition to the powers, authorities, duties and functions conferred upon the Owners Corporation by the Act and by-laws it shall have the following additional powers, authorities, duties and functions:

1. Determine a fair and equitable method of sharing gas and water charges amongst all lot owners;
2. Refund to lot owners the amounts paid by owners other than to the Owners Corporation for the consumption of water and gas but not for fixed service or connection charges; provided that the Owners Corporation shall have no obligation to pay any amount to an owner unless:
 - a. The owner first pays the as or water supply company;
 - b. Submits a copy of bill(s) for consumption within 60 days of payment;
 - c. Claims for reimbursement are made using the form prescribed by the Owners Corporation.
 - d. The claims are for periods that fall within the current financial year of the Owners Corporation or no later the last quarter of the immediate preceding financial year;
 - e. In the event of a dispute over reimbursement the Owners Corporation shall determine the amount to be paid in its absolute discretion acting reasonably;
 - f. An owner may not claim for gas consumption where the common gas supply has been diverted to additional appliances, unless a reasonable estimate for usage of gas having regard to the rated gas consumption of any additional appliances has been deducted from such claim, all such estimates to be at the absolute discretion of the Owners Corporation acting reasonably.
3. In the event that individual gas or water meters are installed to each and every lot such that consumption of either service can be billed on a strictly metered basis to each and every lot owner, the above requirements with respect to the relevant service shall cease to have effect from the date of commencement of direct billing of the relevant service.

The Chairman notes that this was not change in policy and was intended to clearly state the procedure that this been applied by the EC and MA in a more or less similar form since 1998 and initially ratified by all owners at the 1999 AGM. The publication as a by-law was considered necessary by the committee to eliminate any possibility of further false claims of "theft" or "fraud" and ensure that all new owners become aware of the policy, not just committee and long term owners familiar with the background. The Chairman also notes that the original policy was created under the Chairmanship of Mr Ovadia and that Mr B Copland was not a committee member at the time.

Amended Special By-Law 13

Special By-Law 13 "Sharing of Water and Gas Costs" is amended by inserting after the words "or connection charges" in section 2 of the by-law the words:

"except for gas connections charges until all lots in the towers are also subject to a separate connection charge for gas".

Special By –Law 14 Unreasonable Communications

1. Introduction

This by law prohibits You engaging Unreasonable Communications or disseminating or publishing Personal Information.

2. Definitions

In this by-law, unless the context or subject matter otherwise indicates or requires:

"**Communications**" means any communications authored or generated by you or on your behalf and published or sent by you or on your behalf to the Owners Corporation, the Strata Committee (including past and present members of the Strata Committee), the Strata Manager, an Owner or an Occupier in any verbal or written form including telephone calls, notices, emails and letters;

"**Lot**" means a lot in the Strata Scheme;

"**Occupier**" means an occupier of a Lot;

"**Owner**" means an owner of a Lot;

"**Owners Corporation**" means The Owners – Strata Plan No. 52948;

"**Personal Information**" means the personal details of an Owner or Occupier including the residential or business address, email address or telephone number of an Owner or Occupier;

"**Strata Act**" means the *Strata Schemes Management Act 2015* and any regulations made thereunder;

"**Strata Committee**" means the strata committee of the Owners Corporation from time to time;

"**Strata Manager**" means the strata managing agent of the Owners Corporation from time to time appointed under the Strata Act;

"**Strata Scheme**" means the strata scheme based on Strata Plan No. 52948 and any subdivisions thereof;

"**Unreasonable Communications**" means Communications that are unreasonable due to the content (defamatory, offensive or otherwise), volume, length or duration, or frequency of the Communications; and

"**You**" means an Owner or Occupier.

3. Interpretation

In this by-law:

(a) Headings have been inserted for guidance only and do not affect the interpretation of this by-law;

(b) References to any legislation or like provisions include any legislation or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;

(c) Words importing the singular number include the plural and vice versa;

(d) Where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;

(e) The provisions of this by-law only apply to the extent permitted by law;

(f) Any provision of this by-law which is held by a court or tribunal to be illegal, invalid or unenforceable shall be severed from the by-law and the remaining provisions shall remain in effect;

(g) If there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

4. Prohibiting unreasonable communications

4.1 You must not engage in or generate any Unreasonable Communications.

4.2 You must not assist, encourage or cause any other person including another Owner or Occupier to engage in or generate Unreasonable Communications.

5.1 Prohibiting Dissemination of Personal Information

5.1 You must not disseminate or publish via Communications any Personal Information without the prior written consent of the Owner or Occupier to whom the Personal Information relates.

5.2 You must not assist, encourage or cause any other person including another Owner or Occupier to disseminate or publish via Communications any Personal Information without the prior written consent of the Owner or Occupier to whom the Personal Information relates.