

Annexure 1

Disclosure Statement

Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

VENDOR	FITZROY PLACE PROPERTIES PTY LTD ATF
PROPERTY	Proposed - Lot 2 / 8-10 Fitzroy Place Surry Hills NSW (unit 001)

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify scheme type:

DETAILS					
Completion		Refer to clause(s):	refer clause 57 of the contract		
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Refer to clause(s):	refer clause 49 of contract
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	clause 42.1(d) - 8% interest on balance price if completion not effected by completion date owing to purchasers default.		
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	development consent D/2016/512/B annexed hereto - refer also to condition 48 of the contract		
Has a principal certifying authority been appointed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details:	Mondan Management Pty Ltd - Suite 7 / level 2 / 1-17 Elsie St. Burwood NSW		
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Clause 49 of the contract - if strata plan not registered within 6 months purchaser may rescind, and vendor may rescind after 7 months.		

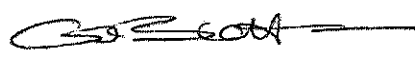
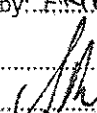
ATTACHMENTS (s66ZM(2) of the Conveyancing Act 1919)	
The following prescribed documents are included in this disclosure statement (select all that apply).	
<input checked="" type="checkbox"/> draft plan <input checked="" type="checkbox"/> s88B instrument proposed to be lodged with draft plan <input type="checkbox"/> proposed schedule of finishes <input checked="" type="checkbox"/> draft strata by-laws <input type="checkbox"/> draft strata development contract	<input type="checkbox"/> draft community/precinct/neighbourhood/management statement <input type="checkbox"/> draft community/precinct/neighbourhood/development contract <input type="checkbox"/> draft strata management statement <input type="checkbox"/> draft building management statement

Annexure 2

Draft Strata Plan

Draft s. 88B

Draft By-Laws

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Office Use Only		Office Use Only
Registered:		
PLAN OF SUBDIVISION OF LOT 10 IN DP 1251757		LGA: SYDNEY Locality: SURRY HILLS Parish: ALEXANDRIA County: CUMBERLAND
This is a *FREEHOLD/LEASEHOLD Strata Scheme		
Address for Service of Documents 8-10 FITZROY PLACE SURRY HILLS NSW 2010 Provide an Australian postal address including a postcode		The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 <i>Strata Schemes Management Regulation 2016</i>) * The strata by-laws lodged with the plan.
<p style="text-align: center;">Surveyor's Certificate</p> I, GIUSEPPE JOHN BOTTARO of GEOMETRA CONSULTING PTY LTD PO BOX 3530 CENTRO BANKSTOWN NSW 2200 being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: * (a) a public place * (b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature:  Date: 7 th OCTOBER 2020 Surveyor ID: SU 00564 Surveyor's Reference: 12467-13 ^ Insert the deposited plan number or dealing number of the instrument that created the easement		<p style="text-align: center;">Strata Certificate (Registered Certifier)</p> I, ANTHONY ALLEN being a Registered Certifier, registration number BDC0004 , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>. Certificate Reference: 242/2020/A Relevant Planning Approval No.: CDC 2020/B1/A issued by: ANTHONY ALLEN (BDC0004) Signature:  Date: 12/10/20 ^ Insert lot numbers of proposed utility lots.

Office Use Only

Office Use Only

Registered:

VALUER'S CERTIFICATE

I, Garry Pavlis of 138/418 Pitt Street Sydney

being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: Australian Property Institute

Class of membership: Associate, Certified Practicing Valuer

Membership number: 68867

certify that the unit entitlements shown in the schedule herewith were apportioned on 9 October 2020 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

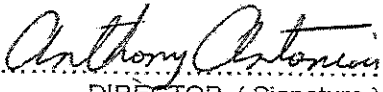
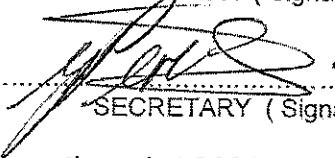
Signature:  Date 9 October 2020

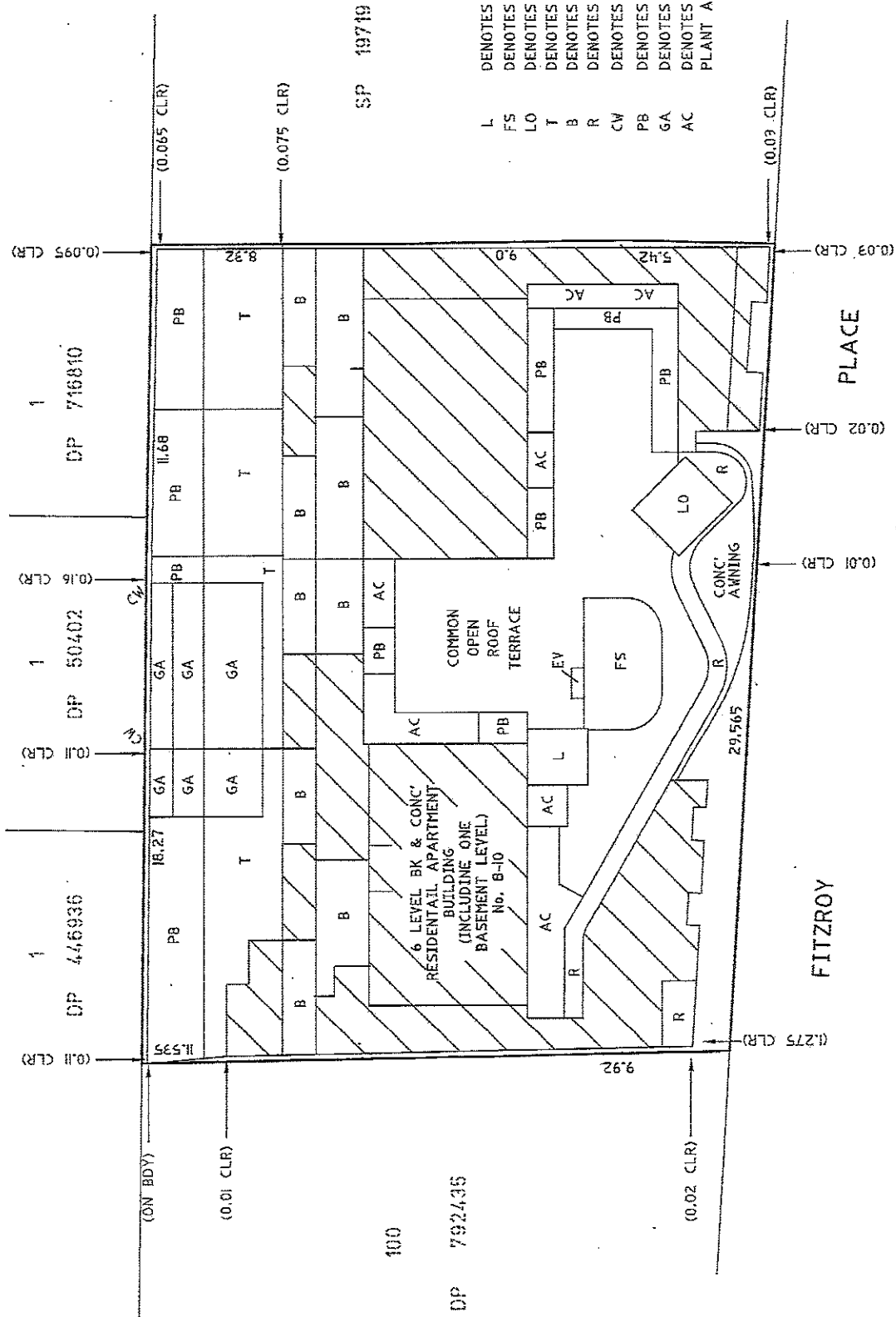
* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
1	810	19	44
2	544	20	48
3	580	21	37
4	535	22	37
5	570	23	44
6	341	24	40
7	353	25	44
8	393	26	48
9	500	27	7
10	607	28	7
11	334	29	7
12	340	30	7
13	397	31	7
14	508	32	7
15	902	33	7
16	593	34	7
17	732	35	11
18	552	TOTAL	10,000

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 4 sheet(s)			
<div style="text-align: center; margin-bottom: 10px;">Office Use Only</div> <div style="margin-top: 50px;">Registered:</div>		<div style="text-align: center; margin-bottom: 10px;">Office Use Only</div>			
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> Any information which cannot fit in the appropriate panel of any previous administration sheets Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i> 					
<u>SCHEDULE OF STRATA LOT STREET ADDRESSES</u>					
LOT No.	Sub-Address No.	Address No.	Road Name	Road Type	Locality Name
CP		8-10	Fitzroy	Place	Surry Hills
1	001	8-10	Fitzroy	Place	Surry Hills
2	002	8-10	Fitzroy	Place	Surry Hills
3	003	8-10	Fitzroy	Place	Surry Hills
4	004	8-10	Fitzroy	Place	Surry Hills
5	101	8-10	Fitzroy	Place	Surry Hills
6	102	8-10	Fitzroy	Place	Surry Hills
7	103	8-10	Fitzroy	Place	Surry Hills
8	104	8-10	Fitzroy	Place	Surry Hills
9	105	8-10	Fitzroy	Place	Surry Hills
10	201	8-10	Fitzroy	Place	Surry Hills
11	202	8-10	Fitzroy	Place	Surry Hills
12	203	8-10	Fitzroy	Place	Surry Hills
13	204	8-10	Fitzroy	Place	Surry Hills
14	205	8-10	Fitzroy	Place	Surry Hills
15	301	8-10	Fitzroy	Place	Surry Hills
16	302	8-10	Fitzroy	Place	Surry Hills
17	303	8-10	Fitzroy	Place	Surry Hills
18	304	8-10	Fitzroy	Place	Surry Hills
19		8-10	Fitzroy	Place	Surry Hills
20		8-10	Fitzroy	Place	Surry Hills
21		8-10	Fitzroy	Place	Surry Hills
22		8-10	Fitzroy	Place	Surry Hills
23		8-10	Fitzroy	Place	Surry Hills
24		8-10	Fitzroy	Place	Surry Hills
25		8-10	Fitzroy	Place	Surry Hills
26		8-10	Fitzroy	Place	Surry Hills
27		8-10	Fitzroy	Place	Surry Hills
28		8-10	Fitzroy	Place	Surry Hills
29		8-10	Fitzroy	Place	Surry Hills
30		8-10	Fitzroy	Place	Surry Hills
31		8-10	Fitzroy	Place	Surry Hills
32		8-10	Fitzroy	Place	Surry Hills
33		8-10	Fitzroy	Place	Surry Hills
34		8-10	Fitzroy	Place	Surry Hills
35		8-10	Fitzroy	Place	Surry Hills
Surveyor's Reference: 12467-13					

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET		Sheet 4 of 4 sheet(s)
Office Use Only		Office Use Only	
Registered:			
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> Any information which cannot fit in the appropriate panel of any previous administration sheets Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i> 			
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none"> RESTRICTION ON THE USE OF LAND RESTRICTION ON THE USE OF LAND 			
SIGNATURES AND SEALS			
<u>FITZROY PLACE PROPERTIES PTY LTD</u>			
A.C.N			
<u>ANTHONY ANTONIOU</u> DIRECTOR (Print Full Name)		 DIRECTOR (Signature)	
<u>GEORGE PERIS</u> SECRETARY (Print Full Name)		 SECRETARY (Signature)	
Authority : Section 127 of the Corporations Act 2001			
MORTGAGEE BY ITS EXECUTION CONSENTS TO THE REGISTRATION OF THIS DOCUMENT			
Surveyor's Reference: 12467-13			



L DENOTES LIFT
 FS DENOTES FIRE STAIRS
 LO DENOTES LIFT OVER RUN
 T DENOTES TERRACE
 B DENOTES BALCONY
 R DENOTES ROOF
 CW DENOTES CORNER OF WALL
 PB DENOTES PLANTER BOX
 GA DENOTES GARDEN AREA
 AC DENOTES AIR CONDITIONING
 PLANT AREA

Surveyor : GIUSEPPE JOHN BOTTARO
GEOMETRA CONSULTING PTY LTD
PO BOX 350,
CENTRO BANKSTOWN NSW 2200
Date : 7th OCTOBER 2020
Reference : 12467-13

PLAN OF SUBDIVISION OF LOT 10 IN DP 1251757

L.G.A.: SYDNEY
Locality: SURRY HILLS
Reduction Ratio: 1 : 150
Lengths are in metres

REGISTERED

25

FLOOR PLAN LEVEL ONE (BASEMENT)

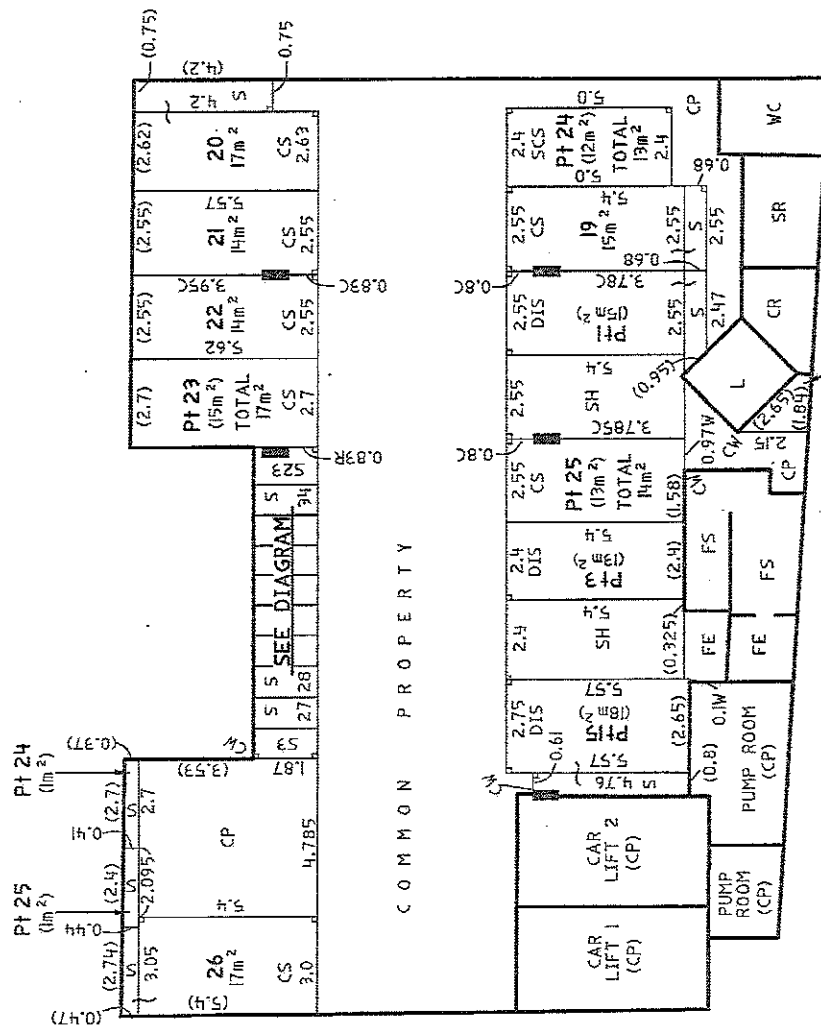


DIAGRAM
NOT TO SCALE

COMMON PROPERTY											
(0.93)	(0.93)	(0.93)	(0.93)	(0.93)	(0.93)	(0.93)	(0.93)	(0.93)	(0.93)	(0.93)	(0.93)
S3	27	28	29	30	31	32	33	34	S23	1.09	0.88
CS	CS	CS	CS	CS	CS	CS	CS	CS	CS	CS	CS

CP DENOTES COMMON PROPERTY
VS DENOTES VISITOR SPACE
S DENOTES STORAGE
L DENOTES LIFT (CP)
FS DENOTES FIRE STAIRS (CP)
FE DENOTES FIRE EXIT (CP)
CS DENOTES CARSPACE
SCS DENOTES SMALL CARSPACE
DIS DENOTES DISABLED PERSON CARSPACE
SH DENOTES SHARED ZONE (CP)
CW DENOTES CORNER OF WALL
WC DENOTES TOILET (CP)
CR DENOTES COMMS ROOM (CP)
SR DENOTES SWITCH ROOM (CP)
BK DENOTES BIKE STORAGE
S3 DENOTES STORAGE PT LOT 3 (TYPICAL)
C DENOTES CENTRE LINE OF COLUMN PRODUCED
S DENOTES STORAGE AREA
W DENOTES LINE OF WALL PRODUCED
R DENOTES LINE OF EAST FACE OF COLUMN PRODUCED

└─┐ DENOTES RIGHT ANGLE

└─┐ DENOTES BOUNDARY RUNS TO CENTRE OF COLUMN

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT, 2015 AND ARE APPROXIMATE ONLY

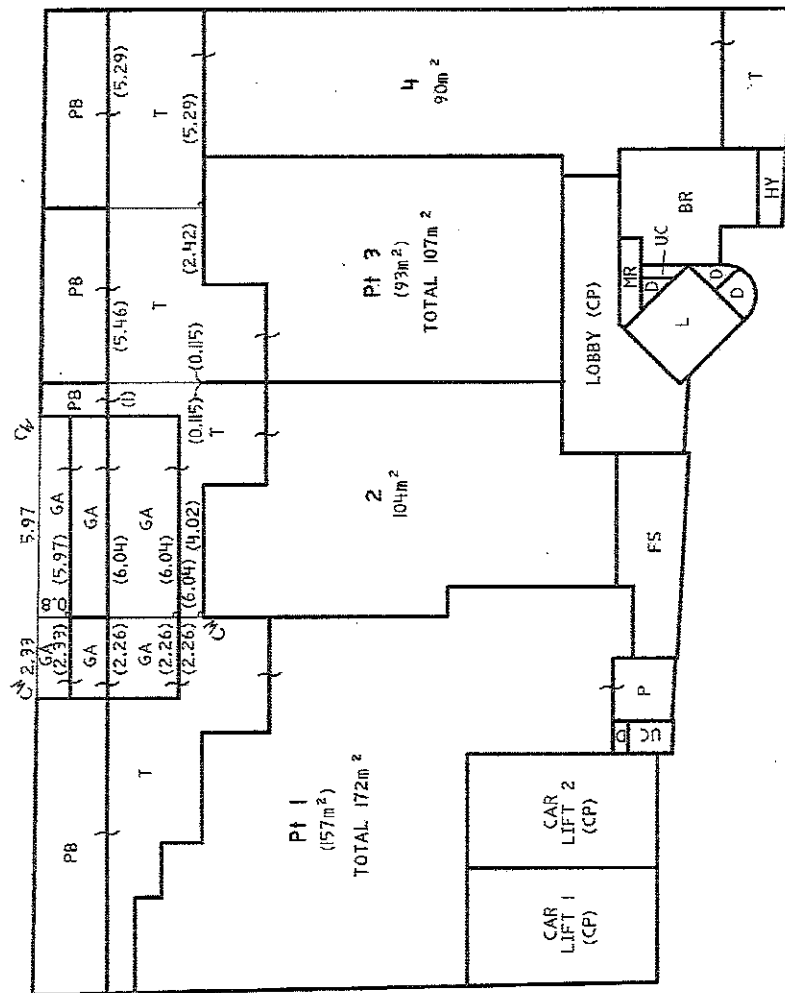
Surveyor : GIUSEPPE JOHN BOTTARO
GEOMETRA CONSULTING PTY LTD
PO BOX 9530,
CENTRO BANKSTOWN NSW 2200
Date : 7th OCTOBER 2020
Reference : 12467-13

PLAN OF SUBDIVISION OF LOT 10 IN DP 1251757

L.G.A.: SYDNEY
Locality: SURRY HILLS
Reduction Ratio: 1 : 150
Lengths are in metres

REGISTERED

SP



CP	DENOTES COMMON PROPERTY
P	DENOTES COVERED PORCH
L	DENOTES LIFT (CP)
F	DENOTES FIRE STAIRS (CP)
T	DENOTES TERRACE
CW	DENOTES CORNER OF WALL
MR	DENOTES METERS ROOM (CP)
HY	DENOTES HYDRANT BOOSTER
RBR	DENOTES 8IN ROOM (CP)
PPB	DENOTES PLANTER BOX
UC	DENOTES UTILITIES CABINET
D	DENOTES DUCT (CP)
LA	DENOTES RIGHT ANGLE

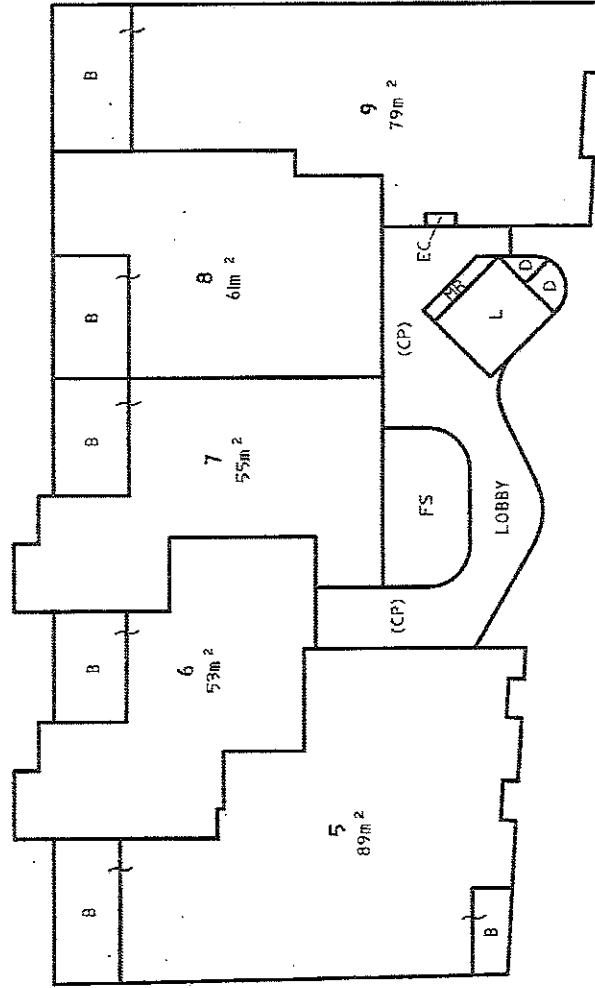
GARDEN AREAS ARE LIMITED IN STRATUM BETWEEN 2 BELOW AND 10 ABOVE THE UPPER SURFACE OF THE MAIN GROUND FLOOR EXCEPT WHERE COVERED OR HARDEST SURFACED WITHIN THESE LIMITS

PLANTER BOXES AND TERRACES ARE LIMITED IN HEIGHT TO 2.8 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THAT LIMIT

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT, 2015 AND ARE APPROXIMATE ONLY

<p>Surveyor : GIUSEPPE JOHN BOTTARO GEOMETRA CONSULTING PTY LTD PO BOX 3530, CENTRO BANKSTOWN NSW 2200 Date : 7th OCTOBER 2020 Reference : 12/467-13</p>	<p>PLAN OF SUBDIVISION OF LOT 10 IN DP 1251757</p>	<p>L.G.A.: SYDNEY Locality: SURRY HILLS Reduction Ratio: 1 : 150 Lengths are in metres</p>	<p>REGISTERED</p>	<p>SP</p>
---	--	---	-------------------	-----------

FLOOR PLAN LEVEL THREE (FIRST FLOOR)



CP DENOTES COMMON PROPERTY
L DENOTES LIFT (CP)
FS DENOTES FIRE STAIRS (CP)
B DENOTES BALCONY
D DENOTES DUCT (CP)
MR DENOTES METERS ROOM (CP)
EC DENOTES ELECTRICAL CLOSET (CP)

BALCONIES ARE LIMITED IN HEIGHT TO 2.8 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THAT LIMIT

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT, 2015 AND ARE APPROXIMATE ONLY

Surveyor : GIUSEPPE JOHN BOTTARO
GEOMETRA CONSULTING PTY LTD
PO BOX 3530,
CENTRO BANKSTOWN NSW 2200
Date : 7th OCTOBER 2020
Reference : 12467-19

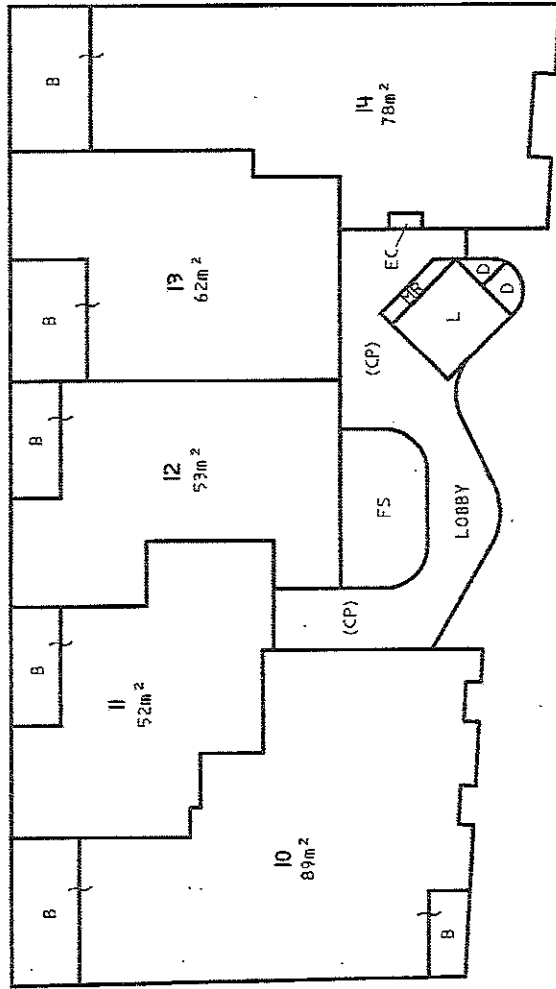
PLAN OF SUBDIVISION OF LOT 10 IN DP 1251757

L.G.A.: SYDNEY
Locality: SURRY HILLS
Reduction Ratio: 1 : 150
Lengths are in metres

REGISTERED

SP

FLOOR PLAN LEVEL FOUR (SECOND FLOOR)



BALCONIES ARE LIMITED IN HEIGHT TO 2.8 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THAT LIMIT

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT, 2015 AND ARE APPROXIMATE ONLY

CP DENOTES COMMON PROPERTY
L DENOTES LIFT (CP)
FS DENOTES FIRE STAIRS (CP)
B DENOTES BALCONY
D DENOTES DUCT (CP)
MR DENOTES METERS ROOM (CP)
EC DENOTES ELECTRICAL CLOSET (CP)

Surveyor : GIUSEPPE JOHN BOTTARO
GEOMETRA CONSULTING PTY LTD
PO BOX 3530,
CENTRO BANKSTOWN NSW 2200
Date : 7th OCTOBER 2020
Reference : 12467-12

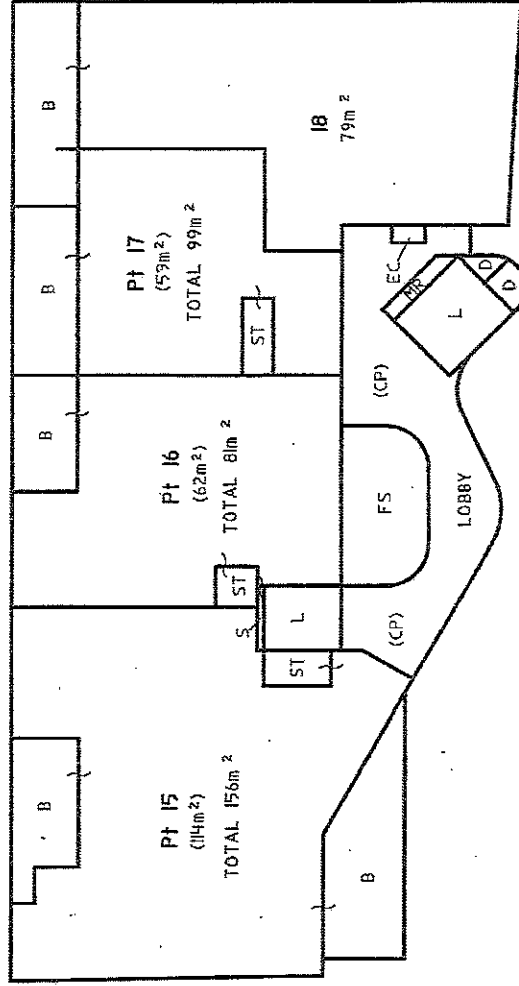
PLAN OF SUBDIVISION OF LOT 10 IN DP 1261757

L.G.A.: SYDNEY
Locality: SURRY HILLS
Reduction Ratio: 1 : 150
Lengths are in metres

REGISTERED

SP

FLOOR PLAN LEVEL FIVE (THIRD FLOOR)



CP DENOTES COMMON PROPERTY
L DENOTES LIFT (CP)
FS DENOTES FIRE STAIRS (CP)
B DENOTES BALCONY
D DENOTES DUCT (CP)
S DENOTES STORAGE SPACE (CP)
MR DENOTES METERS ROOM (CP)
ST DENOTES INTERNAL STAIRS

BALCONIES ARE LIMITED IN HEIGHT TO 2.8 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THAT LIMIT

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT, 2015 AND ARE APPROXIMATE ONLY

Surveyor : GIUSEPPE JOHN BOTTARO
GEOMETRA CONSULTING PTY LTD
PO BOX 3530,
CENTRO BANKSTOWN NSW 2200
Date : 7th OCTOBER 2020
Reference : 12467-13

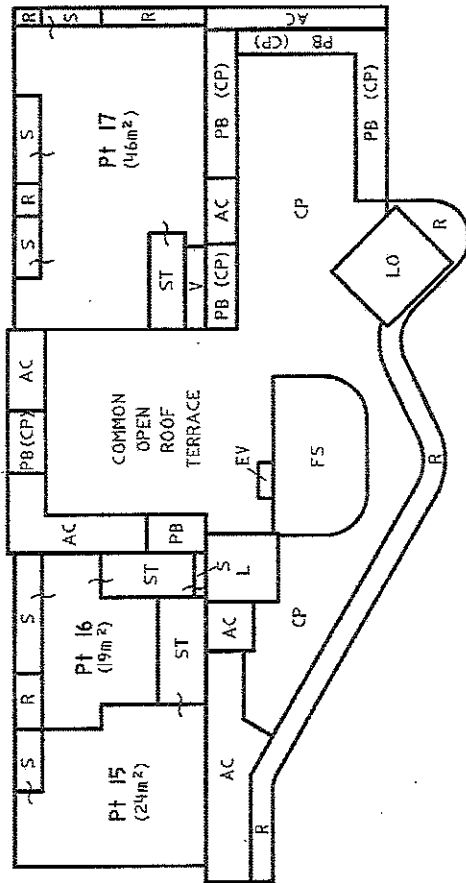
PLAN OF SUBDIVISION OF LOT 10 IN DP 1251757

L.G.A.: SYDNEY
Locality: SURRY HILLS
Reduction Ratio: 1 : 150
Lengths are in metres

REGISTERED

SP

FLOOR PLAN LEVEL SIX (FOURTH FLOOR)



CP DENOTES COMMON PROPERTY
 L DENOTES LIFT (CP)
 FS DENOTES FIRE STAIRS (CP)
 PB DENOTES PLANTER BOX
 LO DENOTES LIFT OVER RUN (CP)
 AC DENOTES AIR CONDITIONING PLANT AREA (CP)
 ST DENOTES INTERNAL STAIRS
 EV DENOTES EXHAUST VENT (CP)
 S DENOTES STORAGE
 V DENOTES VOID
 R DENOTES ROOF (CP)

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES
 DEVELOPMENT ACT, 2015 AND ARE APPROXIMATE ONLY

Surveyor : GIUSEPPE JOHN BOTTARO
 GEOMETRA CONSULTING PTY LTD
 PO BOX 9530,
 CENTRO BANKSTOWN NSW 2200
 Date : 7th OCTOBER 2020
 Reference : 12467-19

PLAN OF SUBDIVISION OF LOT 10 IN DP 1251757

L.G.A.: SYDNEY
 Locality: SURRY HILLS
 Reduction Ratio: 1 : 150
 Lengths are in metres

REGISTERED

SP

**INSTRUMENT SETTING OUT TERMS OF THE RESTRICTIONS TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 1 of 3 Sheets)

Plan:

Plan of Subdivision of
Lot 10 in DP 1251757
covered by Strata Certificate
No.

Full name and address of
the proprietors of the land:

Fitzroy Place Properties Pty Ltd
No.8-10 Fitzroy Place
SURRY HILLS
NSW 2010

PART 1

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Restriction On the Use of Land	Common Property	The Council of the City of Sydney
2	Restriction On the Use of Land	Lots 1 to 18	The Council of the City of Sydney

PART 2

1. Terms of the restriction firstly referred to in the abovementioned plan

No part of the common property is to be used for the parking or storage of vehicles, trailers or boats.

Name of authority whose consent is required to release, vary or modify the restriction:

The Council of the City of Sydney

2. Terms of the restriction secondly referred to in the abovementioned plan

Each of the Lots 1 to 18 are to retain ownership of no more than one (1) storage area within the basement area of the building.

Name of authority whose consent is required to release, vary or modify the restriction:

The Council of the City of Sydney

.....
Council of the City of Sydney
Authorised Delegate

.....
Witness / Mortgagee

**INSTRUMENT SETTING OUT TERMS OF THE RESTRICTIONS TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 2 of 3 Sheets)

Plan:

Plan of Subdivision of
Lot 10 in DP 1251757
covered by Strata Certificate
No.

EXECUTION BY

FITZROY PLACE PROPERTIES Pty Ltd

A.C.N :

.....
Director (Print Name)

.....
Director (Signature)

.....
Secretary (Print Name)

.....
Secretary (Signature)

Authority : Section 127 of the Corporations Act, 2001

Executed on behalf of the City of Sydney
By its Authorised Delegate pursuant to
Section 378 Of the Local Government Act 1993

.....
Authorised Delegate (Signature)

.....
Authorised Delegate (Print Full Name)

I certify that I am an eligible witness and that the delegate signed in my presence

.....
Witness (Signature)

.....
Witness (Print Full Name)

.....
Address of Witness

.....
Council of the City of Sydney
Authorised Delegate

.....
Witness / Mortgagee

**INSTRUMENT SETTING OUT TERMS OF THE RESTRICTIONS TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 3 of 3 Sheets)

Plan:

Plan of Subdivision of
Lot 10 in DP 1251757
covered by Strata Certificate
No.

MORTGAGEE
BY ITS EXECUTION, CONSENTS TO THE REGISTRATION OF THIS DOCUMENT

.....
Council of the City of Sydney
Authorised Delegate

.....
Witness / Mortgagee

Approved Form 7	Strata Plan By-laws	Sheet 1 of 45 sheets
Registered:		Office use only

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

The by-laws to be created and their details are listed on page 2 and following

Strata By-Laws for 8-10 Fitzroy Place

8-10 Fitzroy Place, Surry Hills NSW

SP101956

CCS

Corporate Counsel Services
PO Box 712
Dee Why NSW 2099
Australia
T +61 412 484 249
Ref Paul Boonzaaier

Approved Form 7	Strata Plan By-laws	Sheet 2 of 45 sheets
Registered:	Office use only	

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Approved Form 7	Strata Plan By-laws	Sheet 3 of 45 sheets
Registered:	Office use only	

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Approved Form 7	Strata Plan By-laws	Sheet 4 of 45 sheets
Registered:		Office use only

By-Laws for 8-10 Fitzroy Place

1. About the by-laws

1.1 Purpose of the by-laws

The by-laws regulate the day-to-day management and operation of the Building. They are an essential document for the Owners Corporation and everyone who owns or occupies an Apartment.

1.2 Who must comply with the by-laws?

Owners and Occupiers must comply with the by-laws. The Owners Corporation must comply with the by-laws.

2. Common Property Rights By-Laws

2.1 Purpose of the Common Property Rights By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Common Property Rights By-Law make Owners responsible for the Common Property that they exclusively use or have the benefit of.

2.2 Interpreting this by-law

In this by-law, "you" means an Owner who has the benefit of a Common Property Rights By-Law.

2.3 How to change an Common Property Rights By-Law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel a Common Property Rights By-Law with the written consent of each Owner who benefits from the Common Property Rights By-Law; and
- (b) amend or cancel this by-law only with the written consent of each Owner who benefits (or will benefit) from the Common Property Rights By-Law.

2.4 Occupiers may exercise rights

You may allow another Owner or an Occupier to exercise your rights under a Common Property Rights By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Common Property Rights By-Law.

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2.5 Regular accounts for your costs

If you are required under a Common Property Rights By-Law to contribute towards the costs of the Owners Corporation (to the exclusion of others), the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

- (a) include those amounts in notices for your administrative fund or capital works fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

2.6 Repairing damage

You must repair damage you (or someone acting on your behalf) cause to Common Property or the property of another Owner or Occupier when exercising your rights or complying with your obligations under a Common Property Rights By-Law.

2.7 Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under a Common Property Rights By-Law.

2.8 Additional insurances

In addition to your obligations under by-law 21 ("Insurance premiums"), you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under a Common Property Rights By-Law.

3. Your behaviour

3.1 What are your general obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier; or
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or
- (c) smoke cigarettes, cigars or pipes or use electronic cigarettes, personal vaporisers or electronic nicotine delivery systems while you are on Common Property or allow smoke or vapour from them to enter Common Property; or
- (d) obstruct the legal use of Common Property by any person; or
- (e) do anything in the Building which is illegal; or

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- (f) do anything which might damage the good reputation of the Owners Corporation or the Building.

3.2 Complying with the law

You must comply on time and at your cost with all laws relating to:

- (a) your Lot; and
- (b) the use of your Lot; and
- (c) Common Property to which you have a licence, lease or a right to use under a Common Property Rights By-Law.

The laws with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

4. You are responsible for others

4.1 What are your obligations?

You must:

- (a) take all reasonable actions to ensure your visitors comply with the by-laws; and
- (b) make your visitors leave the Building if they do not comply with the by-laws; and
- (c) take reasonable care about who you invite into the Building; and
- (d) accompany your visitors at all times, except when they are entering or leaving the Building.

You must not allow another person to do anything which you cannot do under the by-laws.

4.2 Requirements if you lease your Lot

If you lease or licence your Lot, you must:

- (a) comply with by-law 5.18 (No short term accommodation); and
- (b) provide your tenant or licensee with an up-to-date copy of the by-laws; and
- (c) ensure that your tenant or licensee and their visitors comply with the by-laws; and
- (d) take all action available to you, including action under the lease or licence agreement, to make them comply or leave the Building.

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5. Your obligations

5.1 General obligations

You must:

- (a) keep your Lot clean and tidy and in good repair and condition; and
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws which service your Lot (whether or not you made the installation or alteration); and
- (c) notify the Owners Corporation if you change the existing use of your Lot in a way which may affect its insurance policies or premiums. See by-law 21 ("Insurance premiums") for important information about increasing and paying for insurance premiums; and
- (d) at your expense, comply with all laws about your Lot, including requirements of Government Agencies.

5.2 When will you need consent from the Owners Corporation?

- (a) Subject to the by-laws, you must have consent from the Owners Corporation to:
 - (i) carry out Building Works; or
 - (ii) keep anything in your Lot which is visible from outside the Lot and is not in keeping with the appearance of the Building; or
 - (iii) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Lot if they are visible from outside your Lot or the Building; or
 - (iv) install insect screens on the interior or exterior of windows or doors in your Lot if they are visible from outside your Lot or the Building; or
 - (v) install an intruder alarm with an audible signal; or
 - (vi) attach or hang an aerial or wires outside your Lot or the Building; or
 - (vii) store anything in your car space (other than a vehicle); or
 - (viii) enclose your car space.
- (b) When giving its consent, the Owners Corporation may give its consent subject to conditions that you must comply with.

5.3 Floor coverings

If you are an Owner of an Apartment, you must keep the floors in your Apartment covered or treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.

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5.4 Changing floor coverings

You must have consent from the Owners Corporation to change, remove or interfere with floor coverings in your Apartment or to change, remove or interfere with treatments in your Lot which assist to prevent the transmission of noise which might unreasonably disturb another Owner or Occupier. When seeking consent to change, replace or interfere with floor coverings or acoustic treatments you must give the Owners Corporation evidence to their reasonable satisfaction that the replacement or changed floor covering and acoustic treatment will provide the same or better noise insulation. Acoustic treatments must be installed by an appropriately qualified installer and you must give the Owners Corporation evidence to the Owners Corporation's reasonable satisfaction that the installed acoustic treatment meets the required standard. The Owners Corporation must not unreasonably withhold or delay its consent. The Strata Committee is empowered to perform the Owners Corporation's functions under this by-law 5.4.

5.5 Window tinting

You must have consent from the Owners Corporation to affix window tinting or other treatments to windows and glass doors in your Lot.

5.6 Window coverings

The colour of the backing of blinds, louvres, shutters, curtains or other window coverings in your Apartment must be white or off-white or another colour approved by the Owners Corporation. Window coverings in your Apartment must be of a type and quality that does not detrimentally affect the operation of an air conditioning unit servicing your apartment or the energy efficiency of the Building. The spacing between the window coverings and the window glass must comply with the window glass manufacturer's recommendations for such spacing.

5.7 Insect screens

You must have consent from the Owners Corporation to install insect screens that are visible from outside your Lot or the Building. If you have consent, they must be in the same colour as the frame of the window or door that they are affixed to and, where applicable, must have black mesh. The Strata Committee is empowered to perform the Owners Corporation's functions under this by-law 5.7.

5.8 Sun shades

You may not install any sun shade, sun blind, awning or other sun shading device to the exterior of your Apartment.

5.9 Drying your laundry

You must not hang laundry, bedding or other articles on the Balcony of your Lot, over balustrades or in an area that is visible from outside your Lot.

5.10 Cleaning external louvre screens and windows

Subject to by-law 5.11 (Rights of the Owners Corporation to clean external louvre screens and windows), you must clean the internal and external surfaces of louvre screens, glass in windows and doors of your Apartment (even if they are Common Property). However,

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you do not have to clean the louvre screens, glass in windows, balustrades or doors that you cannot access safely.

5.11 Rights of the Owners Corporation to clean external louvre screens and windows

The Owners Corporation may clean the external louvre screens that can't be safely accessed, external glass surfaces of windows and balustrades that can't be safely accessed, and doors in the Building. If the Owners Corporation resolves to clean glass in your Apartment, you are excused from your obligations under by-law 5.10 (Cleaning windows) for the period the Owners Corporation resolves to clean the glass.

5.12 Common Property areas

You must not litter Common Property or place or store anything on Common Property without the consent of the Owners Corporation.

5.13 Access to Common Property

You must at all times and on reasonable notice (except in an emergency) give the Owners Corporation unimpeded access to Common Property (including the Common Property building façade and windows) that is accessible through your Apartment.

5.14 Rights of the Owners Corporation to access Lots

You must give the Owners Corporation and contractors engaged by the Owners Corporation reasonable access to your Lot to enable the Owners Corporation to perform its obligations and exercise its rights. Except in an emergency, the Owners Corporation must give you reasonable notice of the required access.

5.15 Television antennae

You must not install a television antenna, satellite dish or other aerial to the exterior of your Lot or on any part of the Building.

5.16 False alarms

If you or anyone in your Lot do anything that causes an emergency alarm to be activated and an emergency service (such as a fire fighting service) to be dispatched to the Building in circumstances where there is no emergency, you will be responsible to reimburse the Owners Corporation on demand for any false alarm or similar fee rendered to the Owners Corporation and for the cost of repairing any damage to Common Property or another Apartment caused by the false alarm callout of the emergency service.

5.17 Occupancy limits

You must not:

- (a) permit your Apartment to be occupied by more adults than two adults per bedroom in your Apartment;
- (b) permit any bedroom in your Apartment to be occupied by more than two adults; and

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- (c) have more than two beds (other than children's beds or bassinets) in any bedroom.

If the Owners Corporation receives a complaint about a breach of this by-law, you must give the Owners Corporation or its delegate immediate access to your Apartment for the purpose of monitoring compliance with this by-law.

5.18 No short term accommodation

You must not:

- (a) lease your Apartment for any lease period shorter than 3 months;
- (b) grant a licence for the use of any part of your Apartment for any licence period shorter than 3 months;
- (c) use any part of your apartment for any transient or holiday accommodation use;
- (d) advertise your Apartment for use as short term, transient or holiday accommodation or arrange for it to be used as shared accommodation; and
- (e) permit an agent or the Building Manager to advertise your Apartment for use as short term, transient or holiday accommodation or arrange for it to be used as shared accommodation.

5.19 No business use

- (a) Subject to by-law 5.19(b), you must not use your Apartment for the conduct of any business use that is not approved by Council and other Government Agencies having jurisdiction.
- (b) You must not use your Apartment for the conduct of any business use that:
 - (i) entails any persons other than the Occupier of your Apartment working in the Apartment;
 - (ii) entails regular customer visits or deliveries to or from your Apartment; or
 - (iii) causes a nuisance to other Occupiers in the Building.

5.20 Noise

Without limiting any other by-law, between the hours of 9.00am and 10.00pm on each day of the week you must not generate noise of any kind that is audible from another Apartment.

6. Keeping an animal

6.1 What animals may you keep?

- (a) Subject to this by-law⁶, you may keep:

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- (i) goldfish or other similar fish in a fish tank or indoor aquarium in accordance with by-law 6.2(a);
 - (ii) canaries, budgerigars or similar birds kept indoors at all times;
 - (iii) one domestic cat and one small size dog (being a dog that weighs 12.5kg or less when fully grown) or two small cats or two small dogs; and
 - (iv) provided it is registered under the *Companion Animals Act 1998* (NSW), a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you needs the dog or other animal because of a visual disability, a hearing disability or any other disability. You must give evidence of such registration to the Owners Corporation before the animal is brought into the Building and on request by the Owners Corporation.
- (b) You must register any cat or dog that you keep with the Owners Corporation and you must give the Owners Corporation a photograph and the details of any cat or dog that you keep, including the animal's age, breed, colour and evidence of vaccinations, as well as any other information that the Owners Corporation requests.
- (c) You must obtain the prior consent of the Owners Corporation to keep any other animal (including a dog that weighs 12.5kg or less when fully grown). The Owners Corporation is not obliged to give its consent to you keeping any other animal in the Building.

6.2 Fish

You may keep a goldfish or other similar fish in a fish tank or indoor aquarium provided that:

- (a) the fish tank or indoor aquarium is approved by the Owners Corporation prior to installation; and
- (b) you produce enough information including information regarding the drainage system, weight, capacity and size of the fish tank or indoor aquarium to put the Owners Corporation in a position to make a reasonable assessment of the likely impact of the fish tank or indoor aquarium on the structural integrity of the Building below your apartment; and
- (c) you pay for the cost of an engineer's report on the likely impact on the structural integrity of the structure below your apartment where, in the reasonable opinion of the Owners Corporation, such a report is warranted in order for them to reach a decision on whether you may keep a fish in a fish tank or indoor aquarium.

6.3 Dogs

The Owners Corporation will not give you consent to keep:

- (a) any dog that exhibits a tendency toward being vicious, aggressive, noisy or difficult to control;

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- (b) a dog that is not registered under the *Companion Animals Act 1998* (NSW); or
- (c) a dangerous, nuisance or restricted dog under the *Companion Animals Act 1998* (NSW).

6.4 Controlling your animal

Subject to by-law 6.5 ("Restraining your animal"), if you keep an animal under this by-law you must ensure that the animal does not wander onto:

- (a) another Apartment; or
- (b) Common Property.

6.5 Restraining your animal

If it is necessary to take your animal onto Common Property or any part of the Building (eg to transport it out of the Building), you must carry and restrain it (eg by pet cage) and control it at all times.

6.6 Conditions for keeping an animal

The Owners Corporation may make conditions if it gives you consent to keep an animal. If you do not comply with any conditions made by the Owners Corporation when giving you consent to keep an animal, the Owners Corporation may order you to remove the animal from the Building.

6.7 Cleanliness

If you keep any animal or other pet, you must:

- (a) ensure that your pet is kept in clean and hygienic condition;
- (b) ensure that your dog or cat or other pet does not defecate or urinate anywhere other than in a pet litter tray or box;
- (c) keep any pet litter tray or box clean and odour free;
- (d) ensure no pet related odours are at any time emitted from your Apartment (including your Balcony); and
- (e) not allow any pet faeces, urine or hair or pet litter tray contents to enter the Building sewage or stormwater drainage system from your Balcony.

6.8 Orders to remove your animal

The Owners Corporation has the right at any time to order you to remove your animal if:

- (a) you do not comply with any conditions imposed by the Owners Corporation when giving you consent to keep the animal;
- (b) you do not comply with by-law 6.7 (Cleanliness);

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- (c) it becomes offensive, vicious, aggressive, noisy or a nuisance;
- (d) your dog is dangerous, a nuisance or restricted dog under the *Companion Animals Act 1998* (NSW); or
- (e) your dog is kept pursuant to by-law 6.1(a)(iv) and is not registered under the *Companion Animals Act 1998* (NSW).

6.9 Responsibility for animal

You are responsible to other Owners and Occupiers and people using Common Property or other parts of the Building for:

- (a) any noise your animal makes which causes unreasonable disturbance or interferes with the reasonable quiet enjoyment of any other Owner or Occupier; and
- (b) damage to or loss of property or injury to any person caused by your animal; and
- (c) cleaning up after your animal.

6.10 Notice by Owners Corporation

In addition to its powers under the Management Act, the Owners Corporation has the power to issue you with a written notice to remove your animal from the Building if your animal continues to defecate on:

- (a) another Apartment; or
- (b) Common Property,

after a warning has been given to you by the Owners Corporation.

6.11 Your visitors

You must not allow a visitor to bring an animal into the Building unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and your visitor needs the dog or other animal because of a visual disability, a hearing disability or any other disability.

7. Erecting a sign

7.1 Your obligations

You must not erect a sign in your Apartment or on Common Property.

7.2 The Developer

The Developer does not need consent from the Owners Corporation to erect and display "For Sale" or "For Lease" signs on Common Property or in an Apartment that you do not own.

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8. Fire control

8.1 What are your obligations?

You may keep flammable materials in your Lot only if you:

- (a) use them in connection with the lawful use of your Lot; and
- (b) keep them in reasonable quantities according to the guidelines of Government Agencies.

8.2 Fire control laws

You and the Owners Corporation must comply with laws about fire control.

8.3 Restrictions about fire safety

- (a) You must not:
 - (i) keep flammable materials on Common Property; or
 - (ii) interfere with fire safety equipment; or
 - (iii) obstruct fire stairs or fire escapes; or
 - (iv) keep flammable materials in your car space.
- (b) The Owners Corporation must;
 - (i) not install or keep combustible furniture or furnishings in the entry foyer or corridors in the Building; and
 - (ii) ensure access to fire stairs or fire escapes from lobby areas is kept clear at all times.

9. Car spaces, storage spaces and visitor parking spaces

9.1 What are your obligations?

If you have a car space or a storage space you must:

- (a) provide the Owners Corporation with access to your car space or storage space to enable the Owners Corporation to comply with its obligations under the Management Act and the by-laws;
- (b) keep your car space or storage space clean and tidy;
- (c) use your car space or storage space only for lawful purposes;
- (d) keep the car space or storage space free of vermin;

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- (e) not enclose your car space;
- (f) not keep dangerous, noxious or inflammable items, materials or liquids in the car space or storage space;
- (g) not stack or have items in your storage space higher than 500mm below the concrete soffit above your storage space or within 500mm of any sprinkler head; and
- (h) repair and make good any damage you cause to the car space or storage space.

9.2 Parking barriers

- (a) You may install a parking barrier to prevent access to your car space provided:
 - (i) it is of a type and colour approved by the Owners Corporation;
 - (ii) it is located in a position that it does not, in any position, protrude beyond your car space;
 - (iii) you keep the parking barrier in good order and condition;
 - (iv) you comply with any directions or conditions made or imposed by the Owners Corporation about your parking barrier, including about how you install it.
- (b) When you install your parking barrier you must not damage Common Property other than by penetrating the floor slab to the extent necessary to insert the standard bolts that are part of approved parking barriers.
- (c) When you remove the parking barrier you must make good any damage to Common Property caused by the installation, use or removal of the parking barrier.

9.3 Over-bonnet storage boxes

If you have an over-bonnet storage box in your car space or if the Owners Corporation gives you consent to install an over-bonnet storage box in your car space:

- (a) it must comply with the Owners Corporation's requirements about the specification, size and colour of the storage box;
- (b) you must comply with any conditions imposed by the Owners Corporation; and
- (c) you must keep your storage box in good repair and condition.

9.4 Maintenance of storage cages

- (a) You must, at your cost, keep your storage cage fence or storage room wall in good repair and condition. If the fence or wall on any side of your storage cage or storage room is shared by another storage cage or storage room, you and the Owner of the lot that includes that storage cage or storage room have the exclusive

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use of that fence or wall and are jointly responsible for the cost of the repair, maintenance and replacement of that fence or wall.

- (b) You are responsible for the safety and protection of whatever you keep in your storage space, including protecting it from moisture.

9.5 Visitor Car Parking Spaces

You must:

- (a) comply with and any Rules about using the Visitor Car Parking Spaces;
- (b) not park or stand any vehicle in a Visitor Car Parking Space; and
- (c) not permit any other person to park or stand a vehicle in a Visitor Car Parking Space unless that person is a genuine visitor of yours and does not stay in your Apartment for more than two consecutive nights on any one occasion.

10. Controlling traffic and parking on Common Property

10.1 Controlling traffic

In addition to its powers under the Management Act, the Owners Corporation has the power to:

- (a) impose a speed limit for traffic in Common Property; and
- (b) impose reasonable restrictions on the use of Common Property driveways and parking areas; and
- (c) install speed humps and other traffic control devices in Common Property; and
- (d) install signs about parking; and
- (e) install signs to control traffic in Common Property and, in particular, traffic entering and leaving the Building.

10.2 Parking on Common Property

- (a) You must not stand or park vehicles on Common Property including Common Property driveways.
- (b) If you or a visitor of yours parks a car in contravention of the by-laws or in a car space that is not your car space, the Owners Corporation will be entitled to remove the relevant car and recover any removal and storage expenses from you as a debt.

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11. How to dispose of your garbage

11.1 Making rules

The Owners Corporation may make Rules about the storage and removal of garbage from the Building.

11.2 General obligations

- (a) Subject to the by-laws, you must not deposit or leave garbage or recyclable materials:
 - (i) on Common Property; or
 - (ii) in an area of your Lot which is visible from outside your Lot; or
 - (iii) in your car space.
- (b) If you spill garbage on Common Property, you must immediately remove that rubbish and clean that part of Common Property.

11.3 What are your obligations?

You must:

- (a) comply with and any Rules made by the Owners Corporation about using the Garbage Room; and
- (b) place your household garbage in a garbage receptacle in the Garbage Room designated by the Owners Corporation for that purpose;
- (c) place your recyclable garbage in a garbage receptacle in the Garbage Room designated by the Owners Corporation for that purpose;
- (d) recycle your garbage according to instructions from the Owners Corporation and Council (or the garbage removal contractor);
- (e) drain and clean bottles, and safely wrap any broken glass, before you place them in a garbage receptacle or the Garbage Room;
- (f) contact the Owners Corporation to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that Council (or the garbage removal contractor) will not remove as part of its normal garbage collection service; and
- (g) keep large items of garbage or recyclable materials in your Apartment until the day for their removal as arranged by the Owners Corporation.

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11.4 Cleaning up spills

If you spill garbage on Common Property, you must immediately remove that rubbish and clean that part of Common Property. If you do not remove any spilt garbage, the Owners Corporation will be entitled to recover from you the cost of cleaning up your spill.

11.5 Maintaining the Garbage Rooms

The Owners Corporation must:

- (a) provide in the Garbage Room an adequate number of garbage and recycling receptacles for use by Owners and Occupiers of Apartments; and
- (b) operate, maintain, repair and, where necessary replace, any Common Property garbage equipment servicing the strata scheme; and
- (c) maintain, clean and repair the Garbage Rooms ; and
- (d) regularly remove filled receptacles from the Garbage Rooms and replace them with empty receptacles; and
- (e) regularly clean, maintain, repair and, where necessary, replace the garbage and recycling receptacles; and
- (f) operate, maintain, repair and, where necessary replace any equipment located in the Garbage Room; and
- (g) transport receptacles from the Garbage Room to the garbage collection point for collection by Council and transport them back to the Garbage Rooms; and
- (h) arrange for the removal of garbage and recycling material from the Building; and
- (i) arrange for the removal from the Garbage Room of large articles of garbage, recyclable materials, liquids or other articles that Council (or the garbage removal contractor) will not remove as part of its normal garbage collection services (at the cost of the relevant Owner or Occupier).

11.6 Waste removal and management

The Owners Corporation must comply with any conditions of the Development Approval that regulate waste management for the Building.

11.7 Garbage removal contractor

The Owners Corporation has the power to enter into agreements with private garbage removal contractors for the removal of recyclable and non-recyclable garbage from the Building.

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12. Carrying out Building Works

12.1 When do you need consent?

- (a) Subject to the by-laws, you must have consent from the Owners Corporation to carry out Building Works.
- (b) If your Building Works are Minor Renovations, the consent from the Owners Corporation will be given by a simple majority resolution of the Owners Corporation.
- (c) For Building Works that are not Minor Renovations or Cosmetic Works and affect Common Property, the consent from the Owners Corporation must be given by special resolution of the Owners Corporation.
- (d) Cosmetic Works do not need consent from the Owners Corporation.

12.2 When is consent not necessary?

You do not need consent from the Owners Corporation under this by-law to:

- (a) if you are the Developer, erect a "For Sale" or "For Lease" sign according to by-law 7 ("Erecting a sign"); or
- (b) alter or remove an Inter-Lot Wall according to by-law 13 (Inter-Lot Walls and Internal Walls); or
- (c) carry out Building Works which you are entitled to carry out under a Common Property Rights By-Law.

However, you must comply with by-laws 12.3 ("Procedures before you carry out Building Works"), 12.8 (Obligations when you carry out Building Works) and 12.9 (Making arrangements with the Owners Corporation) when you erect a sign or carry out the Building Works under By-Laws 12.2(b) or (c).

12.3 Procedures before you carry out Building Works

Before you carry out Building Works, you must:

- (a) obtain necessary consents from the Owners Corporation and Government Agencies; and
- (b) find out where service lines and pipes are located, including by making your initial enquiries with the Building Manager or the Owners Corporation if there is no Building Manager; and
- (c) obtain consent from the Owners Corporation if you propose to interfere with or interrupt services; and
- (d) if you do not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least one month before you start the Building Works; and

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- (e) if required by the Owners Corporation, pay a bond (as determined by the Owners Corporation) to secure your compliance with this by-law 12 before you carry out Building Works.

12.4 How to apply for consent

You must make a written application to the Owners Corporation for consent under this by-law. Your application must:

- (a) include enough information to give the Owners Corporation a clear understanding of the Building Works which you propose to carry out;
- (b) include plans and specifications according to this by-law; and
- (c) clearly identify how the proposed Strata Building Works comply with the theme of the Building.

12.5 Requests for further information

- (a) The Owners Corporation may request you to supply plans, specifications and further information about your application.
- (b) You must supply all information requested by the Owners Corporation in a reasonable time.
- (c) The Owners Corporation may refuse your application if you do not supply the information in a reasonable time.

12.6 Criteria for deciding an application

For applications under this by-law, the Owners Corporation must consider the information in the application and:

- (a) the theme of the Building;
- (b) the suitability and quality of the proposed Building Works;
- (c) the by-laws for the Owners Corporation; and
- (d) the Rules.

12.7 The consent process

- (a) The Owners Corporation may make conditions if it gives you consent under this by-law. You must comply with the conditions.
- (b) In respect of Building Works that add to Common Property, alter Common Property or erect new structure on Common Property, in accordance with section 108(2) of the Management Act, the conditions made by the Owners Corporation may in the special resolution include a condition that you are responsible for the ongoing maintenance of the relevant part of the Common Property, in which event this by-law (read with the special resolution) will be a by-law as contemplated in section 108(5) of the Management Act.

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- (c) The Owners Corporation must:
- (i) make a decision about your application within one month after receiving your application and your compliance with any request under by-laws 12.5 (Requests for further information) (unless you and the Owners Corporation agree otherwise); and
 - (ii) immediately advise you in writing of its decision and any conditions that apply to its decision.

12.8 Obligations when you carry out Building Works

If you carry out Building Works, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation; and
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (c) repair any damage you (or persons carrying out the Building Works for you) cause to Common Property or the property of another Owner or Occupier.

12.9 Making arrangements with the Owners Corporation

Before you carry out Building Works (including Building Works for which you do not require consent from the Owners Corporation), you must:

- (a) provide evidence to the Owners Corporation that your contractors are licenced;
- (b) provide evidence to the satisfaction of the Owners Corporation that you or your contractors have appropriate insurances having regard to the nature of the works;
- (c) arrange with the Owners Corporation a suitable time and means by which to access the Building for purposes associated with those Building Works; and
- (d) comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access the Building; and
- (e) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access the Building.

12.10 Bond

If you have paid a bond in accordance with by-law 12.3(e) and you cause damage to the Common Property while performing your Building Work, the Owners Corporation (or the Owners Corporation's representative) may use that portion of the bond to cover the reasonable cost of repair of the damage. If the bond does not cover the cost of repair of the damage, you must pay the shortfall to the Owners Corporation immediately on demand. If there is no damage to Common Property as a result of your Building Work, the Owners Corporation will refund your damage bond as soon as reasonably practicable after completion of your Building Work.

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13. Inter-Lot Walls and Internal Walls

13.1 When you may alter or remove an Inter-Lot Wall or an Internal Wall

- (a) Subject to this by-law, you may alter or remove an Inter-Lot Wall or an Internal Wall if:
- (i) in the case of an Inter-Lot Wall, you own the Apartments separated by the Inter-Lot Wall or you have the consent of the owner of the adjoining Lot; and
 - (ii) it is not a structural wall; and
 - (iii) you obtain any necessary approvals for the works from Government Agencies;
 - (iv) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation certifying that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Apartments (including services to those Lots); and
 - (v) you comply with the procedures in this by-law 13.

Otherwise, you must have the consent of the Owners Corporation to alter or remove an Inter-Lot Wall or an Internal Wall.

- (b) Subject to this by-law, you may install an Internal Wall if:
- (i) the installation will not be or result in a breach of any condition of the Development Approval;
 - (ii) you obtain and comply with all necessary Government Agency consents;
 - (iii) you do not compromise the fire safety system for the Building and you comply with all applicable fire safety standards and requirements; and
 - (iv) you comply with the procedures in this by-law and the requirements of by-laws 13.3(a) to (g) inclusive.

13.2 What consents are necessary?

You do not need consent from the Owners Corporation to alter or remove an Inter-Lot Wall or an Internal Wall provided that you comply with the requirements of by-law 13.1 (When you may alter or remove an Inter-Lot Wall or an Internal Wall). However, you must obtain all necessary consents from Council and Government Agencies before you alter or remove an Inter-Lot Wall.

13.3 What are the conditions for carrying out the work?

It is a condition of you altering or removing an Inter-Lot Wall that you:

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- (a) before carrying out any work, satisfy the Owners Corporation that the works will not adversely affect the fire engineered solution for or the fire safety of the Building and that the works will include all necessary works to ensure the ongoing compliance of the Building with the fire engineered solution and all other fire safety requirements of the Building;
- (b) before carrying out any work, give the Owners Corporation evidence that you or your contractor have all usual insurances in relation to the performance of the works including public liability insurance for an amount of \$10,000,000 or other amount acceptable to the Owners Corporation;
- (c) carry out the work in a way that does not at any time compromise the fire safety of the Building;
- (d) on completion of the works provide the Owners Corporation with certification from an appropriately qualified consultant, in a form acceptable to the Owners Corporation (acting reasonably), that the works as completed have not adversely affected the fire engineered solution for or the fire safety of the Building;
- (e) carry out the work in the method certified by the structural engineer under by-law 13.1 (When you may alter or remove an Inter-Lot Wall or an Internal Wall);
- (f) if appropriate, comply with section 19 of the Development Act and lodge any necessary building alteration plan with the Registrar-General;
- (g) comply with comply with by-laws 12.3 ("Procedures before you carry out Building Works"), 12.8 (Obligations when you carry out Building Works) and 12.9 (Making arrangements with the Owners Corporation) and 12.10 (Bond);
- (h) you obtain and comply with all necessary Government Agency consents for altering or removing the Inter-Lot Wall;
- (i) acknowledge for yourself and future Owners of your Lot that the Owners Corporation does not have to reinstate the Inter-Lot Wall; and
- (j) you and the Owner of the adjoining Lot will have joint exclusive use of the Common Property space that was occupied by the removed Inter-Lot Wall and joint responsibility for the maintenance, repair and replacement of the floor and ceiling finishes within that space. If the removed Inter-Lot Wall is reinstated and the reinstatement is to the satisfaction of the Owners Corporation, the exclusive use rights and your associated obligations will cease.

14. Agreement with the Building Manager

14.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into agreements with a Building Manager to provide management and operational services for the Building. The Owners Corporation may exercise its power under this by-law in its capacity as an owners corporation.

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14.2 Initial Period

The Owners Corporation may enter into agreements with a Building Manager during the Initial Period.

14.3 Delegation of functions

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Building Manager.

14.4 Agreement during the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager during the Initial Period:

- (a) the term of the agreement must not exceed the date of the first annual general meeting of the Owners Corporation (or other maximum period permitted by law); and
- (b) the Owners Agreement may agree to pay the Building Manager a market related fee for performing the duties under the agreement, as well as a fee for initial set up costs incurred by the Building Manager that will be payable if the Building Manager is not appointed by the Owners Corporation at the first annual general meeting.

14.5 Agreements after the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager after the Initial Period:

- (a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law; and
- (b) the remuneration of the Building Manager under the agreement may be the amount agreed by the Owners Corporation.

14.6 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

14.7 Duties of the Building Manager

The duties of a Building Manager under an agreement with the Owners Corporation (in its own right) may include:

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- (a) caretaking, supervising and servicing Common Property; and
- (b) supervising cleaning and garbage removal services; and
- (c) supervising the repair, maintenance, renewal or replacement of Common Property; and
- (d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property; and
- (e) co-ordinating the carrying out of Building Works; and
- (f) managing the Security Key system and providing Security Keys according to the by-laws; and
- (g) providing services to the Owners Corporation, Owners and Occupiers; and
- (h) providing concierge services to the Owners Corporation, Owners and Occupiers; and
- (i) supervising employees and contractors of the Owners Corporation; and
- (j) supervising the Building generally; and
- (k) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Building.

14.8 No interference

You must not:

- (a) interfere with or stop the Building Manager performing its duties; or
- (b) interfere with or stop the Building Manager using Common Property that the Owners Corporation permits the Building Manager to use.

14.9 Access

You must give the Building Manager reasonable access at reasonable times to your Lot or your exclusive use area to enable the Building Manager to perform its duties.

15. Services provided by the Owners Corporation

15.1 Services

The Owners Corporation has the power to supply services to each Lot including hot and cold water, gas, electricity, air conditioning condenser water, telephone, television and other communications.

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15.2 Agreements with third parties

The Owners Corporation may have agreements with third parties about the installation, operation, maintenance, repair and replacement of services.

15.3 Agreements with Owners and Occupiers

The Owners Corporation may make agreements with Owners and Occupiers about paying for services supplied under this by-law.

16. Licences

16.1 Powers of the Owners Corporation

The Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property. The Owners Corporation may exercise its powers under this by-law only by ordinary resolution at a general meeting.

16.2 What provisions may a licence include?

Licences the Owners Corporation grants under this by-law may include provisions about, but need not be limited to:

- (a) payments under the licence; and
- (b) the term of the licence; and
- (c) the permitted uses of the licensed areas; and
- (d) the maximum number of persons allowed in the licensed area; and
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.

17. The Balcony of your Apartment

17.1 What may you keep on your Balcony?

If you are the Owner or Occupier of an Apartment, you may keep pot plants, landscaping, occasional furniture and outdoor recreational equipment on your Balcony if:

- (a) it is a type approved by the Owners Corporation; or
- (b) it is a standard commensurate with, or that compliments, the standard of the Building; or
- (c) it will not (or is not likely to) cause damage; or

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- (d) it is not (or is not likely to become) dangerous.

17.2 Access to Balconies

To enable the Owners Corporation to inspect, clean, maintain, repair or replace Common Property (including the Common Property building façade and windows), you must allow the Owners Corporation access to your Balcony at all reasonable times, with or without tools and equipment.

17.3 Removing items from a Balcony

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require you, at your cost, to temporarily remove and store items from your Balcony that are not Common Property.

17.4 Enclosing a Balcony

You must have consent from the Owners Corporation and Government Agencies to enclose your Balcony.

17.5 Façade access

You must give the Owners Corporation and its contractors access to Apartment or the purpose of cleaning, maintaining and repairing the Building façade.

18. Storing and operating a barbeque

18.1 Barbeques on your Balcony

You may store and operate a portable barbeque on your Balcony if:

- (a) it is a type permitted under this by-law 18; and
- (b) it will not detract from the outward appearance of the Building;
- (c) it will not (or is not likely to) cause damage or injury; and
- (d) you keep it covered when you are not operating it; and
- (e) you keep it clean and tidy.

This by-law 18 does not prohibit the use of built-in barbecues on Balconies.

18.2 Permitted barbeques

You may store and operate the following types of portable barbeques on your Balcony:

- (a) a covered kettle style portable barbeque; or
- (b) a covered gas or electric portable barbeque; or

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- (c) any other type approved by the Owners Corporation.

Solid fuel burning barbeques are prohibited.

18.3 Hours of operation

You may only operate your barbeque during the hours of 7:00 am and 10:00 pm (or during other hours approved by the Owners Corporation).

18.4 No nuisance

When you use a barbeque, you must not create smoke, odours or noise that causes a nuisance to or interferes unreasonably with another Owner or Occupier.

19. Moving in or out of your Apartment

19.1 Moving in or out

You must make arrangements with the Owners Corporation at least 48 hours before you move in to or out of the Building or move large articles (eg furniture) through Common Property. To make these arrangements, subject to by-law 19.4 (Role of the Building Manager), you must communicate with the Strata Manager.

19.2 What are your obligations?

When you take deliveries or move furniture or goods through the Building (including the delivery of stocks and goods), you must:

- (a) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift;
- (b) make arrangements with the Owners Corporation to enable you to, by use of the lift key, override the operation of the lift doors, failing which you will be responsible for any costs incurred by the owners Corporation as a consequence; comply with the reasonable requirements of the Owners Corporation about the time of your move and the days of the week on which you may move, which may exclude Sundays or public holidays;
- (c) if required by the Owners Corporation, pay a bond (as determined by the Owners Corporation) to secure your compliance with this by-law 19 before you take deliveries or move furniture or goods through the Building; and
- (d) if required by the Owners Corporation, give the Owners Corporation) give the Owners corporation evidence that your removalist has public liability insurance to the satisfaction of the Owners Corporation, before you take deliveries or move furniture or goods through the Building; and
- (e) repair any damage you (or the person making the delivery) cause to Common Property; and

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- (f) if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.

19.3 Bond

If you have paid a bond in accordance with by-law 19.2(d) and:

- (a) there is no damage to Common Property as a result of your move, the Owners Corporation will refund your damage bond as soon as reasonably practicable after the completion of your move; or
- (b) Common Property is damaged as a result of your move, the cost of repairing or replacing the damaged Common Property will be deducted from your bond and any balance of your bond will be returned to you. If cost of repairing or replacing the damaged Common Property exceeds your bond you must pay the shortfall to the Owners Corporation immediately on demand.

19.4 Role of the Building Manager

The Owners Corporation may appoint the Building Manager to assist it to perform its functions under this by-law. If this happens, you must:

- (a) make arrangements with the Building Manager when you move in or out of the Building; and
- (b) comply with the reasonable requirements of the Building Manager when you take deliveries or move furniture or goods through the Building.

20. Damage to Common Property

20.1 What are your obligations?

Subject to the by-laws, you must:

- (a) use Common Property equipment only for its intended purpose; and
- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in the Building on your behalf.

20.2 When will you need consent from the Owners Corporation?

Subject to the by-laws, you must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property; or
- (b) remove anything from Common Property that belongs to the Owners Corporation; or

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- (c) interfere with the operation of Common Property equipment.

21. Insurance premiums

21.1 Consent from the Owners Corporation

You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.

21.2 Payments for increased premiums

If the Owners Corporation gives you consent under this by-law, it may make conditions that require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

22. Security at the Building

22.1 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into the Building; and
- (b) prevent fires and other hazards.

22.2 Installation of security equipment

Subject to this by-law, the Owners Corporation has the power to install and operate in Common Property audio security cameras and other audio surveillance equipment for the security of the Building.

22.3 Restricting access to Common Property

Subject to this by-law, the Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot; and
- (b) restrict by Security Key your access to levels in the Building where you do not own or occupy a Lot or have access to according to a Common Property Rights By-Law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of the Building. The Owners Corporation may exclude you from using these parts of Common Property.

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22.4 What are your obligations?

You must not:

- (a) interfere with any security system and associated equipment installed in the Building; or
- (b) do anything that might prejudice the security or safety of the Building.

You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

23. Security Keys

23.1 Providing Owners and Occupiers with Security Keys

Subject to this by-law, the Owners Corporation may give you a Security Key if it restricts access to Common Property under by-law 22 (Security at the Building).

23.2 Fees for additional Security Keys

The Owners Corporation may charge you a fee or bond if you require extra or replacement Security Keys.

23.3 Who do Security Keys belong to?

Security Keys belong to the Owners Corporation.

23.4 Managing the Security Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys; and
- (b) require you to promptly return your Security Keys to the Owners Corporation to be re-coded; and
- (c) if you are in breach of the by-laws relating to access to and use of the car park in the Building, cancel the car park access on your Security Keys and require you to return your Security Keys to the Owners Corporation for recoding; and
- (d) charge you a fee for the recoding of your Security Keys; and
- (e) make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

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23.5 What are your obligations?

You must:

- (a) comply with the reasonable instructions of the Owners Corporation about Security keys and, in particular, instructions about re-coding and returning Security Keys; and
- (b) take all reasonable steps not to lose Security Keys; and
- (c) return Security Keys to the Owners Corporation if you do not need them or if you are no longer an Owner or Occupier; and
- (d) notify the Owners Corporation immediately if you lose a Security Key.

23.6 Some prohibitions

You must not:

- (a) copy a Security Key; or
- (b) use your Security Key to bring more vehicles into the car park than the number of car spaces that you have the right to use; or
- (c) give a Security Key to someone who is not an Owner or Occupier.

23.7 Procedures if you lease your Lot

If you lease or licence your Lot, you must include a requirement in the lease or licence that the Occupier return Security Keys to the Owners Corporation when they no longer occupy a Lot.

24. Agreement for supply of Embedded Network Services

24.1 Power to enter into agreement

The Owners Corporation has the power to appoint and enter into agreements with Embedded Network Suppliers for the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks in the Building for the supply of Embedded Network Services to Apartments and Common Property and for 8-10 Fitzroy Place generally.

24.2 Initial Period

The Owners Corporation may enter into agreements with Embedded Network Suppliers during the Initial Period.

24.3 Delegation of functions

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to an Embedded Network Supplier.

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24.4 Agreement during the Initial Period

If the Owners Corporation enters into an agreement with an Embedded Network Supplier during the Initial Period that appoints an Embedded Network Supplier to assist the Owners Corporation in the management, control or use of Common Property and the term of the agreement extends beyond the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law), or otherwise falls within the Initial Period Restrictions:

- (a) the agreement must be ratified by the Owners Corporation at the first annual general meeting;
- (b) the Owners Corporation may agree to pay the Embedded Network Supplier market based rates for the supply of Embedded Network Services and market based fees for performing Embedded Network Services under the agreement;
- (c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Apartments;
- (d) the Owners Corporation may agree to pay the Embedded Network Supplier a fee for initial set up costs incurred by the Embedded Network Supplier that will be payable if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting; and
- (e) the Owners Corporation may agree that if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting or if the agreement with the Embedded Network Supplier is terminated at any time, the Embedded Network Supplier will be entitled to remove any meters and other equipment that are the property of the Embedded Network Supplier.

24.5 Agreements after the Initial Period

If the Owners Corporation enters into an agreement with an Embedded Network Supplier after the Initial Period:

- (a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law;
- (b) the pricing of the installation of Embedded Network Equipment or the supply of Embedded Network Services supplied under the agreement may be as agreed by the Owners Corporation or Building Management Committee; and
- (c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Apartments.

24.6 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and an Embedded Network Supplier must have provisions about:

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- (a) the rights of the Owners Corporation and Owners to terminate the agreement early if the Embedded Network Supplier does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Embedded Network Supplier to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Supplier or the right of the Owners Corporation to acquire those meters and other equipment from the Embedded Network Supplier, if the agreement with the Embedded Network Supplier is terminated.

25. Communal Area

25.1 Conditions for using the Communal Area

- (a) You and your visitors may use the Communal Area. You must accompany your visitors when they are in the Communal Area.
- (b) You and your visitors may use the Communal Area only during the hours of 8.00 am and 10.00 pm (or during other hours approved by the Owners Corporation).
- (c) You must:
 - (i) comply with any Rules about the number of visitors they may bring into the Communal Area at the same time;
 - (ii) make sure that an adult exercising effective control accompanies children under twelve years old who are in their care when the children are in the Communal Area; and
 - (iii) be adequately clothed when they are in the Communal Area.
- (d) You must not:
 - (i) bring glass objects or glass drinking glasses into the Communal Area;
 - (ii) be noisy or do anything that might be dangerous while you are in the Communal Area; or
 - (iii) do anything that may damage equipment in the Communal Area.
 - (iv) bring animals into the Communal Area;
 - (v) run, be noisy or do anything that might be dangerous while you are in the Communal Area
 - (vi) hold parties, exercise classes or other functions in the Communal Area; or
 - (vii) interfere, operate or adjust equipment in the Communal Area.
- (e) You must have consent from the Owners Corporation to hold parties or other functions in the Communal Area.

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25.2 Maintaining the Communal Area

The Owners Corporation must maintain, repair and, where necessary, replace the Communal Area.

25.3 Security and access

The Owners Corporation may lock or secure the Communal Area by Security Key. The Owners Corporation must give you a Security Key to the Communal Area and may charge a fee for additional or replacement Security Keys.

26. Exclusive use of Air Conditioning System

26.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment. By-law 2 applies to this Common Property Rights By-Law.

26.2 Air conditioning for Apartments

There is a separate Air Conditioning System for each Apartment. Air Conditioning Systems comprise Common Property and may be maintained, repaired and replaced by the Owners Corporation.

26.3 Exclusive use rights

Any Owner of an Apartment that has any part of its Air Conditioning System located on Common Property has exclusive use of that part of the Air Conditioning System that exclusively services their Apartment.

26.4 Interpreting this by-law

In this Common Property Rights By-Law, "you" means the Owner of an Apartment.

26.5 What are your obligations?

You must, at your cost operate, maintain, repair and, where necessary, replace the Air Conditioning System which exclusively services your Apartment:

- (a) in a proper and safe manner at all times; and
- (b) according to the requirements of Government Agencies about air conditioning services; and
- (c) using contractors approved by the Owners Corporation to maintain, repair and replace the parts of the Air Conditioning System that exclusively service your Apartment.

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26.6 Paying for Air Conditioning Services

You must pay the costs of the Owners Corporation incurred in connection with the operation, maintenance, repair or replacement of your Air Conditioning System. If the Owners Corporation incurs costs in connection with the maintenance, repair or replacement of your Air Conditioning System, you must pay those costs. The Owners Corporation may:

- (a) require you to pay those amounts in advance or in instalments as determined by the Owners Corporation; and
- (b) include your costs in your administrative fund or capital works fund contributions.

27. Exclusive use of Car Lift

27.1 Exclusive use and special privileges

This is a Common Property Rights By-Law. By-law 2 (Common Property Rights By-Laws) applies to this Common Property Rights By-Law.

27.2 Interpreting this by-law

In this Common Property Rights By-Law:

- (a) "Car Space Lot" means a Lot that includes a car space as part of the Lot or a Lot that comprises a car space, being lots 1, 3, 15, 19, 20, 21, 22, 23, 24, 25 and 26;
- (b) "Other Lot" means a Lot (not being a utility lot) that is not a Car Space Lot; and
- (c) "you" means the Owner of a Lot.

27.3 Exclusive use rights

- (a) The Owners of Car Space Lots have:
 - (i) joint exclusive use of the Car Lift; and
 - (ii) the special privilege to use the Car Lift to park a car in their car space in the Building.
- (b) The Owners of the Other Lots have the special privilege to use the Car Lift to access the car park to load and unload goods.

27.4 Your obligations

- (a) You must pay the costs of the Owners Corporation in relation to the Car Lift, including for the:
 - (i) maintenance and repair of the plant and equipment comprised in the Car Lift, including, without limitation, the garage doors and associated motors and equipment and the cost of maintenance contracts;

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- (ii) replacement of the plant and equipment comprised in the Car Lift, including, without limitation, the garage doors and associated motors and equipment;
- (iii) compliance with the requirements of Government Agencies for the Car Lift; and
- (iv) consumption of electricity, if separately metered.
- (b) You must comply with the reasonable requirements of the Owners Corporation about exercising your rights and obligations under this by-law.
- (c) The Owners Corporation may perform your obligations under this Common Property Rights By-Law.

27.5 Paying for the Car Lift

- (a) You must pay the costs incurred under by-law 27.4 (Your obligations) as follows:
 - (i) the Owners of Car Space Lots must, in equal shares, pay 80% of the costs associated with by- law 27.4(i); and
 - (ii) the Owners of the Other Lots must, in shares according to their unit entitlements, pay 20% of the costs associated with by- law 27.4(i); and
 - (iii) the Owners of all Lots must, in shares according to their unit entitlements, pay the costs associated with by- law 27.4(ii).
- (b) The Owners Corporation will give your regular accounts for your costs under this by-law. The Owners Corporation may:
 - (i) include the account in notices for your administrative fund or capita works fund contributions; or
 - (ii) require you to pay their costs on request or in advance.

28. Notice board

28.1 Maintenance of notice board

The Owners Corporation will maintain a notice board (which may be an electronic notice board) on Common Property for the purpose of communicating with you.

28.2 Notices

If you have given the Owners Corporation your email address, the Owners Corporation may serve notices on you, and otherwise communicate with you, by email.

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29. Rules

29.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of the Building and, in particular, the use of Common Property.

29.2 Changing Rules

Subject to these by-laws (including any exclusive use or special privilege rights of Owners and Occupiers), the Owners Corporation may add to or change the Rules at any time.

29.3 What are your obligations?

You must comply with the Rules.

29.4 What if a Rule is inconsistent with the by-laws?

If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

30. How are consents given?

30.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by:

- (a) the Owners Corporation at a general meeting; or
- (b) the Strata Committee at a meeting of the Strata Committee.

30.2 Conditions

The Owners Corporation or the Strata Committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

30.3 Can consent be revoked?

The Owners Corporation or the Strata Committee may revoke their consent if you do not comply with:

- (a) conditions made by them when they gave you consent; or
- (b) the by-law under which they gave you consent.

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31. Failure to comply with by-laws

31.1 What can the Owners Corporation do?

The Owners Corporation may do anything on your Lot that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly.

31.2 Procedures

The Owners Corporation must give you a written notice specifying when it will enter your Lot to do the work. You must:

- (a) give the Owners Corporation (or persons authorised by it) access to your Lot according to the notice and at your cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

31.3 Recovering money

The Owners Corporation may recover any money you owe it under the by-laws as a debt.

32. Service of documents, applications and complaints

32.1 Service of documents

If you have given the Owners Corporation an e-mail address for communications with you, the Owners Corporation may serve notices and deliver documents to you at that e-mail address. A notice or document served on or delivered to you by e-mail will be deemed to have been received by you 24 hours after the time it is sent as evidenced by the dispatch record generated by the senders computer or other electronic device used to send the e-mail.

32.2 Applications and complaints

You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

33. How to interpret the by-laws

33.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Air conditioning System includes, without limitation:

- (a) air handling units and equipment;
- (b) cables, conduits, pipes, wires, ducts, pumps and fan units; and

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- (c) air conditioning condenser units.

Apartment means Lots 1 – 18 in the Strata Plan.

Balcony means a terrace or a balcony in an Apartment.

Building means the improvements in Strata Scheme SP101956, known as 8-10 Fitzroy Place.

Building Manager means the building manager appointed by the Owners Corporation according to by-law 14 ("Agreement with the Building Manager").

Building Works mean works, alterations, additions, damage, removal, repairs or replacement of:

- (a) Common Property structures, including the Common Property walls (including windows and doors in those walls), floor and ceiling enclosing your Lot; or
- (b) the structure of your Lot; or
- (c) the internal walls inside your Lot (eg a wall dividing two rooms in your Lot); or
- (d) Common Property services; or
- (e) services in the Building, whether or not they are for the exclusive use of your Lot.

Building Works do not include:

- (f) minor fit out works inside a Lot;
- (g) Cosmetic Work; and
- (h) works that you are entitled to carry out under a Common Property Rights By-Law.

Car Lift means the car lift system for the vertical movement of cars between ground level and the basement car park and the garage door, and includes associated plant and equipment.

Common Property means Common Property in the Building and personal property of the Owners Corporation.

Common Property Rights By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to Division 3 in Part 7 of the Management Act.

Communal Area means the Common Property communal area on level 4 of the Building, including all pergolas, umbrellas, landscaping, paving, furniture, fittings and equipment in the Communal Area.

Cosmetic Work has the meaning given in section 109 of the Management Act. Cosmetic Work includes works or alterations to the interior of Common Property walls in connection with a Lot, such as hanging pictures or attaching items to those walls.

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Council means Sutherland Shire Council.

Developer means Fitzroy Place Properties Pty Limited ACN 609 095 927.

Development Act means the *Strata Schemes Development Act 2015* (NSW).

Development Approval means the Land and Environment Court's approval of development consent application No. D/2016/512 as modified, varied or amended.

Embedded Network means a network and system in the Building for the supply of Embedded Network Services to the Building and Apartments in the Building, and includes Embedded Network Equipment.

Embedded Network Equipment means meters, equipment and fittings located within the Common Property associated with or ancillary to the Embedded Network.

Embedded Network Supplier means an entity that supplies Embedded Network Services.

Embedded Network Service means the supply of any of:

- (a) electricity;
- (b) gas;
- (c) hot water;
- (d) chilled water;
- (e) potable water;
- (f) recycled water;
- (g) internet services;
- (h) mobile telephone signal distribution services; or
- (i) fibre communications.

Garbage Room means the garbage room on ground level of the Building, and includes the recycling bins, general waste bins and any other equipment in or servicing the room.

Government Agency means a governmental or semi-governmental administrative, fiscal or judicial department or entity.

Initial Period has the same meaning as it does in the Management Act.

Initial Period Restrictions means the restrictions on the powers of owners corporations pursuant to section 26 of the Management Act.

Inter-Lot Wall means a Common Property wall between two Lots.

Loading Bay means the Common Property loading bay on ground level of the Building.

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Lot means a lot in the Strata Plan and any lots into which they are subdivided or resubdivided.

Management Act means the *Strata Schemes Management Act 2015* (NSW).

Minor Renovations has the meaning given in section 110 of the Management Act. Minor Renovations include works or alterations to the Common Property in connection with a Lot, such as changing light fittings, changing floor finishes, replacing or installing wiring and cabling and reconfiguring walls.

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

Owner means:

- (a) the owner for the time being of a Lot; and
- (b) if a Lot is subdivided or resubdivided, the owners for the time being of the new Lots; and
- (c) for a Common Property Rights By-Law, the owner(s) of the Lots(s) benefiting from the by-law; and
- (d) a mortgagee in possession of a Lot.

Owners Corporation means The Owners - Strata Plan No. 101956.

Planning Act means the *Environmental Planning and Assessment Act 1979*.

Rules mean rules made by the Owners Corporation according to by-law 29 ("Rules").

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

Strata Committee means the Strata Committee of the Owners Corporation.

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent under section 27 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

Strata Plan means SP101956, being the strata plan for the Building.

Visitor Car Parking Spaces means the 2 car spaces on basement level of the Building designated for use by visitors.

33.2 References to certain terms

Unless a contrary intention appears, a reference in the by-laws to:

- (a) **(Management Act)** words that this by-law does not explain have the same meaning as they do in the Management Act; and

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- (b) **(you)** the word “you” means an Owner or Occupier; and
- (c) **(by-laws)** a by-law is a reference to the by-laws and Common Property Rights By-Laws under the Management Act which are in force for the Building; and
- (d) **(variations or replacement)** a document (including the by-laws) includes any amendment, addition or replacement of it; and
- (e) **(reference to statutes)** a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (f) **(person)** the word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and
- (g) **(executors, administrators, successors)** a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (h) **(singular includes plural)** the singular includes the plural and vice versa; and
- (i) **(meaning not limited)** the words “include”, “including” “for example” or “such as” are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

33.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the by-laws.

33.4 Severability

If the whole or any part of a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

33.5 Discretion in exercising rights

The Owners Corporation and the Strata Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the by-laws expressly state otherwise).

33.6 Partial exercise of rights

If the Owners Corporation, Strata Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

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33.7 Remedies cumulative

The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

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Strata By-Laws for 8-10 Fitzroy Place

Signing page

Signed, sealed and delivered on behalf of
Fitzroy Place Properties Pty Limited ACN
609 095 927 pursuant to section 127
Corporations Act 2001, by:

Secretary/Director

Director

Print name

Print name

Execution by mortgagee