



Registered By-Laws

SP101550 – 586 MOWBRAY ROAD WEST, LANE COVE NSW 2066

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Dictionary

1. Meaning of Words

air conditioning services include, without limitation, air handling units, cables, conduits, pipes, wires and ducts which are part of common property and exclusively service lots including, without limitation, by supplying air conditioning or reticulated water for air conditioning to a lot; and reticulated water supplying air conditioning to lots.

The owners of lots have exclusive use of the air conditioning services which service their lot. See by-laws 94 to 99 for more information.

Building manager the person appointed by the Owners Corporation as its building managing agent

building works means alterations, additions, damage, removal, repairs or replacement of:

- (a) common property structures, including the common property walls, floor and ceiling enclosing your lot. Common property walls include windows and doors in those walls;
 - (b) structure of your lot;
 - (c) the internal walls inside your lot (e.g. a wall dividing two rooms in your lot);
 - (d) common property services; or
 - (e) services in Leah Lane Cove, whether or not they are for the exclusive use of your lot.
- Building works include altering or removing an inter-tenancy wall according to by-laws 69 to 72.

Building works exclude:

- (a) minor fit out works inside a lot; and
- (b) works or alterations to the interior of common property walls enclosing a lot (e.g. hanging pictures or attaching items to those walls).

car space means a car space that forms part of a lot or the part of the common property under a Common property rights by-law.

common property:

- (a) common property in Leah Lane Cove; and
- (b) personal property of the Owners Corporation.

Council means Lane Cove Council.

developer means Leah Lane Cove Pty Ltd (ACN 602 976 081) of Suite 1, 256 Victoria Avenue, Chatswood in the State of New South Wales, and its assigns.

Strata Committee means the strata committee of the Owners Corporation.

Common property rights by-law means by-laws granting owners exclusive use and special privilege rights over common property according to Part 7, Division 3 of the Management Act.

garbage room means:

the garbage room located on common property, which are used by owners

- (a) and occupiers in Leah Lane Cove; and
- (b) the equipment and machinery placed or installed in the garbage rooms by the Owners Corporation or when the Strata Plan for Leah Lane Cove was registered.

The location of the garbage rooms is shown on the Strata Plan.

government agency means a governmental or semi-governmental administrative, fiscal or judicial department or entity.

inter-tenancy wall means a common property wall between two lots. See by-laws 69 to 73 about making alterations to or removing inter-tenancy walls.

Leah Lane Cove means strata plan number [].

lot means a lot in Leah Lane Cove.

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

occupier means the occupier, lessee or licensee of a lot.

owner means:

- (a) the owner for the time being of a lot;
- (b) if a lot is subdivided or re-subdivided, the owners for the time being of the
- (c) new lots;
- (d) for a Common property rights by-law, the owner(s) of the lot(s) benefiting from the by-law; and
- (e) a mortgagee in possession of a lot.

Owners Corporation means the owners corporation formed upon the registration of the Strata Plan.

Rooftop Gardens means the common property garden areas located on the top level of Leah Lane Cove.

Rules means rules made by the Owners Corporation according to by-laws 108 to 111.

security key means a key, magnetic card or other device or information used in Leah Lane Cove to open and close doors, gates or locks to operate alarms, security systems or communication systems. See by-laws 85 to 93 for more information.

strata manager means the person appointed by the Owners Corporation as its strata managing agent under Part 4, Division 1 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 strata plan [SP101550].

Interpreting the by-laws

2. Headings do not affect the interpretation of the by-laws.
3. In the by-laws a reference to:
 - 3.1 Words that this by-law does not explain have the same meaning as they do in the Management Act;
 - 3.2 You means an owner or occupier of a lot;
 - 3.3 By-Laws means the by-laws under the Management Act which are in force for Leah Lane Cove;
 - 3.4 A thing includes the whole or each part of it;
 - 3.5 A document includes any variation or replacement of it;
 - 3.6 A law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
 - 3.7 A person includes an individual, a firm, a body corporate, an incorporated association or an authority;
 - 3.8 A third party includes a person who is not an owner;
 - 3.9 A person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
 - 3.10 The singular includes the plural and vice versa.

About the by-laws

Purpose of the by-laws

4. The by-laws regulate the day to day management and operation of Leah Lane Cove. They are an essential document for the Owners Corporation and everyone who owns or occupies a lot in Leah Lane Cove.
5. The by-laws are designed to maintain the quality of Leah Lane Cove. They operate to enhance everyone's use and enjoyment of their lot and the common property.

Who must comply with the by-laws?

6. Owners and occupiers of lots must comply with the by-laws.
7. The Owners Corporation must comply with the by-laws.

Common property rights by-laws

Purpose of the Common property rights by-law

8. To more fairly apportion the costs for maintaining, repairing and replacing common property, the Common property rights by-law makes owners responsible for the common property which they exclusively use or have the benefit of.

How to change a Common property rights by-law

9. The Owners Corporation may create, amend or cancel a Common property rights by-law only by unanimous resolution of all lot owners and with the written consent of the owner of each lot which benefits from the Common property rights by-law.

Occupiers may exercise rights

10. The owner of each lot which has the benefit of a Common property rights by-law may allow the occupier of their lot to exercise the rights of the owner under the Common property rights by-law. However, the owner remains responsible to the Owners Corporation and,

where appropriate, government agencies to comply with the obligations of the owner under the Common property rights by-law.

Repairing damage

11. The owner of a lot which has the benefit of a Common property rights by-law must repair damage caused by exercising rights under the Common property rights by-law to common property or the property of another owner or occupier.

Indemnities

12. The owner of each lot which has the benefit of a Common property rights by-law indemnifies the Owners Corporation against all claims and liability caused by exercising rights under the Common property rights by-law.

Additional insurances

13. In addition to their obligations under any specific Common property rights by-law, the owner of each lot which has the benefit of a Common property rights by-law must reimburse the Owners Corporation for any increased premium for an insurance policy of the Owners Corporation caused as a result of the exercise of the owner's rights under the by-law.

Your behaviour

What are your general obligations?

14. You must not:
- 14.1 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;
 - 14.2 use language or behave in a way that might offend or embarrass another owner or occupier or their visitors;
 - 14.3 smoke cigarettes, cigars or pipes while you are on common property or in part of a lot which is air conditioned or allow smoke from them to enter common property;
 - 14.4 obstruct the legal use of common property by any person;
 - 14.5 do anything in Leah Lane Cove which is illegal; or
 - 14.6 do anything which might damage the good reputation of the Owners Corporation or Leah Lane Cove.

Complying with the law

15. You must comply on time and at your cost with all laws relating to:
- 15.1 your lot;
 - 15.2 the use of your lot; and
 - 15.3 common property to which you have licence, lease or a right to use under a Common property rights by-law.
- The things 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.

You are responsible for others

What are your obligations?

16. You must:
- 16.1 take all reasonable actions to ensure your visitors comply with the by-laws;
 - 16.2 make your visitors leave Leah Lane Cove if they do not comply with the by-laws;
 - 16.3 take reasonable care about who you invite into Leah Lane Cove; and
 - 16.4 if you are the owner or occupier of an apartment, accompany your visitors at all times, except when they are entering or leaving Leah Lane Cove.
- You must not allow another person to do anything that you cannot do under the by-laws.

Requirements if you lease your lot

17. If you lease or licence your lot, you must:
- 17.1 ensure that your tenant or licensee and their visitors comply with the by-laws; and
 - 17.2 take all action available to you, including action under the lease or licence agreement, to make them comply or leave Leah Lane Cove.

- 17.3 Ensure tenants and managing agents details are recorded with the Strata Manager and Building Manager prior to occupancy.

Your lot

What are your general obligations?

18. You must:
- 18.1 keep your lot clean and tidy and in good repair and condition;
 - 18.2 properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws which services your lot (whether or not you made the installation or alteration);
 - 18.3 notify the Owners Corporation if you change the existing use of your lot in a way which may affect insurance policies or premiums for insurances effected by the Owners Corporation. See by-law 34 for important information about increasing and paying for insurance premiums; and
 - 18.4 at your expense, comply with all laws about your lot including, without limitation, requirements of government agencies.

When will you need consent from the Owners Corporation?

19. You must have consent from the Owners Corporation to:
- 19.1 carry out building works in your lot (see by-law 61 to 72 for more information);
 - 19.2 subject to your rights under the by-laws, keep anything in your lot that is visible from outside the lot and is not in keeping with the appearance of Leah Lane Cove;
 - 19.3 store anything in your car space (other than a vehicle);
 - 19.4 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 Leah Lane Cove;
 - 19.5 install an intruder alarm with an audible signal;
 - 19.6 attach or hang an aerial or wires outside your lot or Leah Lane Cove; or
 - 19.7 attach, place or hang anywhere on the common property or outside your lot.

Floor coverings

20. You must keep the floors in your lot covered or treated to stop the transmission of noise which might unreasonably disturb another owner or occupier. However, this does not apply to floors in the entrance foyer, kitchen, bathroom, lavatory or laundry or your lot.
21. You must have consent from the Owners Corporation to remove or interfere with the floor coverings or treatments in your lot that assist to prevent the transmission of noise which might unreasonably disturb another owner or occupier.

Window coverings

22. Window coverings (e.g. curtains, blinds and louvres) in your lot must be a colour (being white beige or light grey as at the date of registration of the Strata Plan and design approved by the Owners Corporation. Each owner must allow reasonable access to their lot to the Owners Corporation for routine maintenance, cleaning and repair from time to time.

Cleaning windows, doors and skylights

23. You must clean the glass in windows and doors of your lot (even if they are common property). However, you do not have to clean the glass in windows or doors that you cannot access safely.
24. The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in Leah Lane Cove. If the Owners Corporation resolves to clean glass in your lot, you are excused from your obligations under this by-law for the period the Owners Corporation resolves to clean the glass.

The balcony of your apartment

25. You may keep planter boxes, pot plants, landscaping, occasional furniture, awnings and outdoor recreational equipment on the balcony of your lot only if:
- 25.1 it is a type approved by the Owners Corporation;
 - 25.2 it is of a standard commensurate with the standard of Leah Lane Cove;
 - 25.3 it will not (or is not likely to) cause damage;

- 25.4 you indemnify the Owners Corporation in relation to its use, maintenance and repair and any damage it may cause to the common property or another lot; and
25.5 it is not (or is not likely to become) dangerous.
You may also keep a portable barbecue according to by-laws 29 to 33.

- Except as specifically provided for elsewhere in these by-laws, you may not place or affix any antennae or air-conditioning units on a balcony or any other external area of a lot.
26. You are responsible, at your own cost, for properly maintaining, repairing and, where necessary, replacing any planter boxes (including any membrane or other waterproofing measure), pot plants, landscaping, occasional furniture, awnings and outdoor recreational equipment on the balcony of your lot (whether or not you installed or placed it there).
27. 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 the balcony of your lot that are not common property.

Drying your laundry

28. You must not hang laundry, bedding or other articles on the balcony of your lot or in an area that is visible from outside your lot.

Storing and operating a portable barbecue

Obligations of owners and occupiers

29. You may store and operate a portable barbecue on the balcony of your lot if:
- 29.1 it is a type approved according to by-law 30;
 - 29.2 it will not (or is not likely to) cause damage;
 - 29.3 it is not (or is not likely to become) dangerous;
 - 29.4 it is covered when you are not operating it;
 - 29.5 it is kept clean and tidy; and
 - 29.6 you comply with by-laws 31 to 33.

Types of portable barbecues

30. You may store and operate the following types of portable barbecues on the balcony of your lot:
- 30.1 a covered kettle style portable barbecue;
 - 30.2 a covered gas or electric portable barbecue; and
 - 30.3 any other type approved by the Owners Corporation.
31. You may not store or operate a portable barbecue on the balcony of your lot if that portable barbecue has no cover.

Operating a portable barbecue

32. You may only operate your barbecue during the hours of 9.00am and 9.00pm or otherwise during hours approved by the Owners Corporation.
33. You must not permit smoke, odours or noise associated with the use of a portable barbecue on your lot to be emitted on to other lots in Leah Lane Cove or common property to the extent which may cause a nuisance to other owners and occupiers in Leah Lane Cove.

Keeping an animal

What animals may you keep?

34. REPEALED

When will you need consent?

35. REPEALED

When will the Owners Corporation refuse consent?

36. REPEALED

Controlling your animal

37. REPEALED

Conditions for keeping an animal

38. REPEALED

Your responsibilities

39. REPEALED

Your visitors

40. REPEALED

Erecting a sign

What are your obligations?

41. Subject to this by-law, you must have consent from the Owners Corporation to erect an approved "For Sale" sign:
- 41.1 in your lot that is visible from outside your lot; or
 - 41.2 on common property.

The developer

42. While the developer is an owner, the developer does not need consent from the Owners Corporation to erect and display "For Sale" or "For Lease" signs in a lot or on common property.

Fire Control

What are your obligations?

43. You may keep flammable materials in your lot only if you:
- 43.1 use them in connection with the lawful use of your lot; and
 - 43.2 keep them in reasonable quantities according to the guidelines of government agencies.
44. You and the Owners Corporation must comply with laws about fire control.

Restrictions about fire safety

45. You must not:
- 45.1 keep flammable materials on common property (e.g. entry door mat);
 - 45.2 interfere with fire safety equipment;
 - 45.3 obstruct fire stairs, fire egress or fire escapes; or
 - 45.4 keep flammable materials in your car space.

Moving and delivering furniture and goods

Moving in

46. You must make arrangements with the Strata Manager and the Building Manager at least 48 hours before you move in to or out of Leah Lane Cove or move large articles (e.g. furniture) through common property.

What are your obligations?

47. When you take deliveries or move furniture or goods through Leah Lane Cove, you must:
- 47.1 comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the common property lift;
 - 47.2 repair any damage you (or the person making the delivery) cause to common property; and
 - 47.3 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.

Rules

48. The Owners Corporation may make Rules to control the delivery of furniture and goods and, in particular, the use of the common property lifts by owners and occupiers.

Parking on common property

49. You must have consent from the Owners Corporation to park or stand a vehicle on common property.

Controlling traffic in Common Property

50. In addition to its powers under the Management Act, the Owners Corporation has the power to:
- 50.1 impose a speed limit for traffic in common property;
 - 50.2 impose reasonable parking restrictions on the use of common property driveways and parking areas;
 - 50.3 install speed humps and other traffic control devices in common property;
 - 50.4 install signs about parking; and
 - 50.5 install signs to control traffic in common property and, in particular, traffic entering and leaving Leah Lane Cove.

Use of car park and storage spaces

Rights of owners

51. Any part of a lot designated for the parking of vehicles must not be used by an owner for any other purpose without the prior approval of the Owners Corporation.
52. Owners may only use any car space and storage space which may be allocated to their lot for any lawful use.

Obligations of the owners

53. Owners must:
- 53.1 keep their car space and storage space clean and tidy at all times; and
 - 53.2 give the Owners Corporation access to their car space and storage space if the Owners Corporation needs to comply with its obligations under the by-laws or the Management Act.
54. Owners of lots of which a storage space, bike locker or bicycle locker or the like forms part are responsible for the maintenance, repair and replacement of any part of such storage space, bike locker or bicycle locker including, without limit, gates, cages and the like.

Things the owners must not do

55. Owners must not:
- 55.1 use their car space or storage space for any unlawful use;
 - 55.2 keep flammable materials in their car space (other than fuel, oil, lubricants and other fluids ordinarily found in a motor vehicle) or storage space; or
 - 55.3 deposit or leave garbage or recyclable materials in their car space or storage space.

How to dispose of your garbage

Making rules

56. The Owners Corporation may make Rules about the storage and removal of garbage from Leah Lane Cove.

Requirements for lots

57. You must dispose of your garbage and recyclable materials according to by-laws 58 to 62.

General obligations

58. Subject to the by-laws, you must not deposit or leave garbage or recyclable materials:
- 58.1 on common property;
 - 58.2 in an area of your lot which is visible from outside your lot; or
 - 58.3 in your car space.
59. If you spill garbage on common property, you must immediately remove that rubbish and clean that part of the common property.

Garbage disposal and the garbage rooms

What are the obligations of owners and occupiers?

60. You must:

- 60.1 place your garbage in the garbage receptacle in the garbage room, or in the garbage chute located on your level of Leah Lane Cove;
- 60.2 drain and securely wrap your garbage before you place it in the garbage room;
- 60.3 leave your other garbage and recyclable materials in the area or receptacle in the garbage room designated by the Owners Corporation for that purpose;
- 60.4 recycle your garbage according to instructions from the Owners Corporation and Council;
- 60.5 drain and clean bottles and make sure they are not broken before you place them in the garbage room; and
- 60.6 contact the Owners Corporation to remove (at your cost) large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

Maintaining the garbage room

- 61. The Owners Corporation must:
 - 61.1 regularly clean, maintain, repair and, where necessary, replace the garbage room;
 - 61.2 make available for collection by Council garbage and recyclable materials placed in the garbage room; and
 - 61.3 arrange for the removal from the garbage room large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service (at the cost of the relevant owner or occupier of a lot).

Additional rights and obligations of the Owners Corporation

- 62. The Owners Corporation may:
 - 62.1 restrict access to the garbage room be security key according to by-laws 85 to 93. The Owners Corporation must provide owners and occupiers with a security key for the garbage room according to by-laws 85 to 93;
 - 62.2 make Rules about using the garbage room and the storage and disposal of garbage and recyclable materials from lots; and
 - 62.3 make Rules allocating on a proportional unit entitlement basis for the sum of the unit entitlements of the relevant lots the costs of any special garbage removal, cleaning or other service required to service any particular lot or lots including specifically the lots allocated for or having commercial or retail use.

Carrying out building works

When do you need consent?

- 63. Subject to the by-laws, you must have consent from the Owners Corporation to carry out building works.

When is consent not necessary?

- 64. You do not need consent from the Owners Corporation under this by-law to:
 - 64.1 sign according to by-law 42;
 - 64.2 alter an inter-tenancy wall according to by-laws 69 to 72; or
 - 64.3 carry out building works which you are entitled to carry out under a Common property rights by-law.
- 65. However, you must comply with by-laws 66 to 68 when you erect the sign or carry out the building works.

Procedures before you carry out building works

- 66. When you carry out building works, you must:
 - 66.1 obtain necessary consents from the Owners Corporation and government agencies;
 - 66.2 find out where service lines and pipes are located;
 - 66.3 obtain consent from the Owners Corporation if you propose to interfere with or interrupt services; and
 - 66.4 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 14 days before you start the building works.

Procedures when you carry out building works

67. If you carry out building works, you must:
- 67.1 use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation;
 - 67.2 carry out the building works in a proper and workmanlike manner and to the reasonable satisfaction of the Owners Corporation; and
 - 67.3 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.

Making arrangements with the Owners Corporation

68. Before you carry out building works (including building works for which you do not require consent from the Owners Corporation), you must:
- 68.1 arrange with the Owners Corporation a suitable time and means by which to access Leah Lane Cove for purposes associated with those building works;
 - 68.2 comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access Leah Lane Cove; and
 - 68.3 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 Leah Lane Cove.

Inter-tenancy walls

When may you alter or remove an inter-tenancy wall?

69. You may alter or remove an inter-tenancy wall if:
- 69.1 you own the lots separated by the inter-tenancy wall or you have the consent of the owner of the adjoining lot;
 - 69.2 you have received prior consent by the Owners Corporation;
 - 69.3 it is not a structural wall;
 - 69.4 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 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 lots (including services to those lots); and
 - 69.5 you comply with the procedures in this by-law.
70. Otherwise, you must have the consent of the Owners Corporation to alter or remove an inter-tenancy wall.

What consents are necessary?

71. You do not need consent from the Owners Corporation to alter or remove an inter-tenancy wall (provided that you comply with the requirements of by-laws 69 to 72). However, you must obtain all necessary consents from government agencies before you alter or remove an inter-tenancy wall.

What are the conditions for carrying out the work?

72. It is a condition of you altering or removing an inter-tenancy wall that you:
- 72.1 carry out the work in the method certified by the structural engineer under by-law 69;
 - 72.2 if appropriate, comply with Division 4 of the *Strata Schemes Development Act 2015* (NSW) and lodge any necessary building alteration plan with the Registrar General;
 - 72.3 comply with by-laws 66 to 68; and
 - 72.4 acknowledge for yourself and future owners of your lot that the Owners Corporation does not have to reinstate the inter-tenancy wall.

Licences

Powers of the Owners Corporation

73. In addition to its powers under the Management Act, the Owners Corporation has the power to grant licences to owners and occupiers to use parts of common property.
74. The Owners Corporation may exercise its powers under this by-law only by ordinary resolution at a general meeting.

What provisions may a licence include?

75. Licences the Owners Corporation grants under this by-law may include provisions about, but need not be limited to:
- 75.1 payments under the licence;
 - 75.2 the term of the licence;
 - 75.3 the permitted uses of the licensed area(s);
 - 75.4 the maximum number of persons allowed in the licensed area;
 - 75.5 insurances the licensee must affect; and
 - 75.6 cleaning and maintaining the licensed area.

Damage to common property

What are your obligations?

76. Subject to the by-laws, you must:
- 76.1 use common property equipment only for its intended purpose;
 - 76.2 immediately notify the Owners Corporation if you know about damage to or a defect in common property; and
 - 76.3 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 Leah Lane Cove on your behalf.

When will you need consent from the Owners Corporation?

77. Subject to the by-laws, you must have consent from the Owners Corporation to:
- 77.1 interfere with or damage common property;
 - 77.2 remove anything from common property that belongs to the Owners Corporation; or
 - 77.3 interfere with the operation of common property equipment.

Insurance premiums

Consent from the Owners Corporation

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

Payments for increased premiums

79. If the Owners Corporation gives you consent under by-law 78, it may make conditions that, without limitation, 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.

Security at Leah Lane Cove

Rights and obligations of the Owners Corporation

80. The Owners Corporation must take reasonable steps to:
- 80.1 stop intruders coming into Leah Lane Cove; and
 - 80.2 prevent fires and other hazards.

Installation of security equipment

81. In addition to its powers under the Management Act and subject to the by-laws, the Owners Corporation has the power to install and operate in common property audio and visual security cameras and other audio and visual surveillance equipment for the security of Leah Lane Cove.
82. Any lot owner that requires access to the audio or visual surveillance must seek the consent of the Owners Corporation through the Strata Committee.

Restricting access to common property

83. In addition to its powers under the Management Act and subject to the by-laws, the Owners Corporation has the power to:
- 83.1 close off or restrict by security keys access to parts of common property that do not give access to a lot;

- 83.2 restrict by security key your access to levels in Leah Lane Cove where you do not own or occupy a lot or have access to according to a Common property rights by-law; and
- 83.3 allow security personnel to use parts of common property to operate or monitor security of Leah Lane Cove. The Owners Corporation may exclude you from using these parts of common property.

What are your obligations?

- 84. You must not:
 - 84.1 interfere with security cameras or surveillance equipment; or
 - 84.2 do anything that might prejudice the security or safety of Leah Lane Cove.
- 85. You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

Security keys

Providing owners and occupiers with security keys

- 86. Subject to this by-law, the Owners Corporation may give you a security key if it restricts access to common property under by-law 83.
- 87. The Owners Corporation must provide you with at least one security key for:
 - 87.1 the common property lift;
 - 87.2 the access and exit doors into Leah Lane Cove building (e.g. to the common property foyer);
 - 87.3 your level of Leah Lane Cove; and
 - 87.4 the carpark level of Leah Lane Cove.

Fees for additional security keys

- 88. The Owners Corporation may charge you a fee or a bond if you require extra or replacement security keys (in addition to those which you are entitled to receive under by-law 87).

Who do security keys belong to?

- 89. Security keys belong to the Owners Corporation.

Managing the security key system

- 90. In addition to its powers under the Management Act, the Owners Corporation has the power to 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.
- 91. In addition to its powers under the Management Act, the Owners Corporation has the power to:
 - 91.1 re-code security keys; and
 - 91.2 require you to promptly return your security keys to the Owners Corporation to be re-coded.

What are your obligations?

- 92. You must:
 - 92.1 comply with the reasonable instructions of the Owners Corporation about security keys and, in particular, instructions about re-coding and returning security keys;
 - 92.2 take all reasonable steps not to lose security keys;
 - 92.3 return security keys to the Owners Corporation if you do not need them or if you are no longer an owner or occupier; and
 - 92.4 notify the Owners Corporation immediately if you lose a security key.
- 93. You must not:
 - 93.1 copy a security key; or
 - 93.2 give a security key to someone who is not an owner or occupier.

Procedures if you lease your lot

94. 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 in Leah Lane Cove.

Exclusive use of air conditioning services

Common property rights by-law

95. This is a Common property rights by-law. The Owners Corporation may amend or cancel it only by unanimous resolution of all lot owners and with the written consent of the owner of each lot.
96. By-Laws 8 to 13 apply to this Common property rights by-law.

Exclusive use rights

97. The owner of each lot has:
- 97.1 exclusive use of the air conditioning services which exclusively service their lot and the right of access over the common property to access all components of the air conditioning services which exclusively service their lot; and
 - 97.2 the special privilege to connect to and use the air conditioning services which exclusively service their lot.

Use of Service Enclosures

98. Owners have the right to install air conditioning upon the service enclosures associated with each lot, and the special privilege to connect such pipes, cables and service lines as are required in relation to such air conditioning services to their respective lots through the common property walls separating their lots from the service enclosures.

Obligations of the Owners Corporation

99. The Owners Corporation must operate, maintain, repair and, where necessary, replace the common property to which any components of the air conditioning services which are for the exclusive use of a lot are attached.

Obligation of owners

100. The owner of each lot must, at the cost of the owner:
- 100.1 operate, maintain, repair and, where necessary, replace air conditioning services exclusively servicing their lot;
 - 100.2 ensure that air conditioning services exclusively servicing their lot are not audible in any other lot between the hours of 10.00pm and 7.00am on weekdays, and 10.00pm and 8.00am on weekends and public holidays;
 - 100.3 use contractors approved by the Owners Corporation to maintain, repair and replace air conditioning services exclusively servicing their lot; and
 - 100.4 comply with the requirements of government agencies about air conditioning services.

Rooftop Gardens

Conditions for using the Rooftop Gardens

101. You and your visitors may use the Rooftop Gardens. You must accompany your visitors when they use the Rooftop Gardens.
102. You may use the Rooftop Gardens only during the hours nominated by the Owners Corporation (which hours of operation may be determined by the Strata Committee from time to time). The Owners Corporation will not permit the use of Rooftop Gardens by groups of more than five (5) persons between the hours of 8.00pm and 8.00am.
103. You must:
- 103.1 subject to any Rules made by the Owners Corporation (which Rules may include the requirement to pay a security deposit or bond), book the Rooftop Gardens through the Owners Corporation or the strata manager;
 - 103.2 comply with any Rules about the number of visitors that may accompany you to the Rooftop Gardens at the same time;
 - 103.3 ensure that an adult exercising effective control accompanies children under the age of 14 years who are in your care when the children are using the Rooftop Gardens; and

- 103.4 leave the Rooftop Gardens clean and tidy after you have finished using them.
104. You must not:
- 104.1 interfere with or adjust the settings of any equipment that may be located in the Rooftop Gardens from time to time;
 - 104.2 do anything that damages or may damage any equipment or furniture in the Rooftop Gardens; or
 - 104.3 do anything in or upon the Rooftop Gardens which causes disturbance to other owners or generates noise which is audible from within any lot.

Consent of Owners Corporation required

105. You must have consent from the Owners Corporation to:
- 105.1 hold parties or other functions in the Rooftop Gardens; or
 - 105.2 interfere with or adjust the settings of any equipment which may be located in the Rooftop Gardens from time to time.

Costs of operating the Rooftop Gardens

106. The Owners Corporation must maintain, repair and, where necessary, replace the Rooftop Gardens or any part of them.

Security and access

107. The Owners Corporation may:
- 107.1 lock or secure the Rooftop Gardens (or any of them) by security key; and
 - 107.2 restrict access to the Rooftop Gardens to owners or occupiers who persistently breach by-laws relating to the Rooftop Gardens.

Building management and you

108. You must not:
- 108.1 interfere with or stop the strata manager performing its obligations or exercising its rights under its agreement with the Owners Corporation; or
 - 108.2 interfere with or stop the strata manager using common property that the Owners Corporation permits it to use.

Rules

Powers of the Owners Corporation

109. In addition to its powers under the Management Act, the Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of Leah Lane Cove and, in particular, the use of common property.
110. The Owners Corporation may add to or change the Rules at any time.

What are your obligations?

111. You must comply with the Rules.

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

112. 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.

How are consents given?

Who may give consent?

113. Unless a by-law states otherwise, consents under the by-laws may be given by:
- 113.1 the Owners Corporation at a general meeting; or
 - 113.2 the Strata Committee at a meeting of the Strata Committee.

Conditions

114. 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.

Can consent be revoked?

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

- 115.1 conditions made by them when they gave you consent; or
- 115.2 the by-law under which they gave you consent.

Failure to comply with by-laws

Powers of the Owners Corporation

116. The powers of the Owners Corporation under this by-law are in addition to those that it has under the Management Act.

What can the Owners Corporation do?

117. 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.
118. The Owners Corporation must give you a written notice specifying when it will enter your lot to do the work. You must:
- 118.1 give the Owners Corporation (or persons authorised by it) access to your lot according to the notice and at your cost; and
 - 118.2 pay the Owners Corporation for its costs for doing the work.
119. The Owners Corporation may recover any money you owe it under the by-laws as a debt.

Applications and complaints

120. You must make any applications and complaints to the Owners Corporation in writing and address them to the strata manager.

Electronic service of notices

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

Special By-Law 1 – Minor renovations by owners – delegation of functions (AQ890746X)

The owners corporation:

- a. **Specially resolves** in accordance with Section 141(1) of the *Strata Schemes Management Act 2015* (NSW) to make an additional by-law in the following terms and to complete, affix the seal to and lodge in the office of the Registrar-General notification of the same in the manner contemplated by Section 141(2)(a) of the *Strata Schemes Management Act 2015* (NSW):

Special by-law 1 – Minor renovations by owners – delegation of functions

Within the meaning of section 110(6)(b) of the *Strata Schemes Management Act 2015* (NSW) the owners corporation is permitted to delegate its functions under Section 110 of that ACT to the strata committee.

- b. Resolves to delegate its functions to the strata committee in accordance with the by-law made in (a).

Special By-Law 2 – Limit on Occupancy (AQ890746X)

An owner or occupier of a lot must not cause or permit more than two (2) adults per bedroom to reside in their lot, being a lot that is a residence.

In this by-law a term defined in the *Strata Schemes Management Act 2015* (NSW) (whether generally or for the purposes of Section 137 of that Act) has the same meaning.

Special By-Law 3 – Keeping of Animals

1. Introduction

This by-law sets out rules concerning the keeping of animals in the building. An owner or occupier of a lot must comply with this by-law.

2. **Definitions**

In this by-law:

“**Act**” means the *Strata Schemes Management Act 2015* and any amendments to it and any Act replacing it;

“**building**” means the building situated in the strata scheme;

“**common property**” means the common property in the strata scheme including the common property inside and outside the building;

“**lot**” means a lot in the strata scheme;

“**occupier**” means an occupier of a lot;

“**owner**” means an owner of a lot;

“**owners corporation**” means The Owners – Strata Plan No. 101550;

“**strata committee**” means the strata committee of the owners corporation;

“**strata scheme**” means the strata scheme based on Strata Plan No. 101550; and

3. **Animals Require Approval**

Subject to sections 137B and 139(5) of the Act, an owner or occupier must not, without the prior written approval of the owners corporation, keep any animal on a lot or the common property.

4. **Applying for Approval to Keep Animals**

- a. If an owner or occupier wish to keep an animal on a lot or the common property, they must make an application in writing to the owners corporation for approval to keep the animal on the lot or the common property.
- b. The application must be sent to the strata managing agent of the owners corporation or, if there is none, to the secretary of the owners corporation.
- c. Each animal requires one application. If an owner or occupier wish to apply for more than one animal, they must provide one application per animal.
- d. The application must contain:
 - i. the name, lot number, address and telephone number of the owner or occupier wishing to keep the animal;
 - ii. a description of the animal they wish to keep on the lot or common property including:
 - iii. the type and breed of the animal;
 - iv. the size of the animal including its weight and height;
 - iv. the age of the animal;
 - vi. (in the case of a cat or dog) details of the registration of the animal with the local council and of any microchipping of the animal;
 - vii. a photograph of the animal;
- e. (in the case of a cat or dog) evidence the animal has current vaccinations and immunisations, and has been desexed;
- f. (in the case of an application by an occupier) the written consent of the owner of the lot to the application.
- g. The owners corporation may request that the owner or occupier provide additional information to supplement the information included in the application.

5. **Deciding an Application for Approval to Keep Animals**

- i. The owners corporation may:
 - i. approve an application for approval to keep an animal on the lot or the common property (with or without conditions); or
 - ii. withhold its approval of the keeping of the animal on the lot or the common property;

but it must not act unreasonably when doing so.

- a. Without limiting clause 5(a), it will be reasonable for the owners corporation to withhold its approval of the keeping of an animal on the lot or the common property if:
 - i. the animal is what a reasonable person may consider to be dangerous;
 - ii. the animal that is a restricted dog or cat breed, or a declared dangerous or menacing dog under the *Companion Animals Act 1998*, or is considered an illegal animal under local, state or federal laws;

- iii. the animal will unreasonably interfere with another occupant's use and enjoyment of the occupant's lot or the common property.
- iv. (in the case of a cat or dog) the animal has not been desexed, or will not be desexed;
- v. the application is to keep a dog or cat that has not been registered with the relevant local council or microchipped.
- b. The owners corporation may revoke any approval to keep an animal on the lot or the common property it issues under this by-law in the event that you breach this by-law;
- c. Any approval issued by the owners corporation under this by-law relates to the animal(s) that is the subject of an application for approval and does not relate to, benefit or bind any other animal or any other owner or occupier including your successors.
- d. Any approval issued by the owners corporation under this by-law will expire on the death of the animal to which the approval relates.

6. Rules for Keeping Animals

If an owner or occupier obtains the prior written approval of the owners corporation to keep an animal on a lot, they must:

- a. notify the owners corporation and occupiers to notify the lot owner that the animal is being kept on the lot;
- b. keep the animal within the lot;
- c. carry the animal or ensure that the animal is adequately tethered to a leash when it is on the common property;
- d. supervise the animal when it is on the common property;
- e. not chain or tether the animal to the common property at any time;
- f. ensure that the animal does not cause a nuisance or disturbance to the owner or occupier of another lot or any person on the common property;
- g. (in the case of a cat or dog) ensure the animal remains at all times registered with the local council and that its immunisations are kept current;
- h. (in the case of a cat or dog) ensure the animal is desexed;
- i. ensure that the animal does not defecate on any common property that is indoor or undercover. The Person handling the animal must take such action as may be necessary to immediately clean and wipe down all areas of the lot or common property that are soiled by the animal by thoroughly removing any physical traces and scent as well as ensuring the area is disinfected accordingly after cleaning.
- j. ensure actions as may be necessary to immediately clean all areas of outdoor common property that is not undercover or the lot that are soiled by and place any faeces of the animal in a bag that is securely wrapped and placed in a garbage bin;
- k. pay all reasonable costs incurred by the owners corporation due to the failure to immediately attend to any cleaning requirements in breach of this by-law;
- l. indemnify the owners corporation for against all actions, claims, costs, expenses and damages which may be incurred by or made against the owners corporation arising out of the breach of this by-law;
- m. comply with any conditions of approval issued by the owners corporation.

7. Role of Strata Committee

The strata committee may make any decision for and on behalf of the owners corporation under this by-law.

Special By-Law 4 – Visitor and Disabled Car Parking

1. Introduction

This by-law sets out rules concerning the visitor and disabled car parking in the building. An owner or occupier of a lot must comply with this by-law.

2. Definitions

In this by-law:

"**building**" means the building situated in the strata scheme;

"**common property**" means the common property in the strata scheme including the

common property inside and outside the building;

“**council**” means Lane Cove Municipal Council and includes its successors;

“**disabled parking space**” means a disabled parking space in the common property in the positions shown in the parking plan;

“**lot**” means a lot in the strata scheme;

“**Mobility Parking Scheme Permit**” means a permit issued under the *Road Rules 2014* (or equivalent legislation) which authorises the holder of the permit to park in a disabled parking space;

“**occupier**” means an occupier of a lot;

“**owner**” means an owner of a lot;

“**owners corporation**” means The Owners – Strata Plan No. 101550;

“**parking area agreement**” means an agreement between the owners corporation and the council to regulate parking in the strata scheme under the *Local Government Act 1993*;

“**parking plan**” means the written parking plan adopted by the Owners Corporation from time to time setting out the visitor parking areas and the visitor parking spaces that are situated within the Common Property, or if no written plan has been adopted then it means the visitor parking areas and visitor parking spaces which are line-marked on Common Property and/or identified by signage installed by the Owners Corporation;

“**resident occupier**” means an owner or occupier of a lot that occupies that lot as a residence, or any person who stays in the lot and is not a visitor;

“**strata committee**” means the strata committee of the owners corporation;

“**strata scheme**” means the strata scheme based on Strata Plan No. 101550; and

“**visitor parking space**” means a visitor parking space in the common property in the positions shown in the parking plan;

“**vehicle**” means a motor vehicle;

“**visitor**” means a person invited to visit (but who does not reside in) a lot such as a guest or contractor, and does not visit for more than one or two periods which in total is more than 28 consecutive days in a calendar year;

3. Parking by Visitors and Invitees in Visitor Parking Space

An owner or occupier (being a resident occupier) may allow that person’s invitee or visitor to park a vehicle in the strata scheme, on the following conditions:

- a. the invitee or visitor is visiting the resident occupier for the duration that the invitee or visitor’s vehicle is parked in a visitor parking space;
- b. the vehicle is parked in a visitor parking space for not for more than a combined period of longer than 48 hours in any 7 day period, except with the prior written approval of the owners corporation (or the strata committee acting on behalf of the owners corporation); and
- c. must not otherwise permit an invitee or visitor to park their vehicle in the strata scheme except with the prior written approval of the owners corporation, and such approval must be sought by email to the secretary of the owners corporation or the strata managing agent specifying the vehicle registration (number plate) of the vehicle to be parked, at least 48 hours before the intended use that exceeds the foregoing provisions of this Special By-Law 4.

4. Parking in Disabled Parking Space

- a. A owner or occupier must not:
 - i. permit any person who is not visiting the strata scheme to park or stand a vehicle anywhere within the strata scheme, including on any visitor parking space or disabled parking space; and
 - ii. if an owner or occupier is a resident occupier:
 - A. park a vehicle in a disabled parking space, unless otherwise permitted to do so by the terms of this Special By-Law 4; or
 - B. permit any visitors or invitee to park a vehicle in a disabled parking space unless otherwise permitted to do so by the terms of this Special By-Law 4.
- b. An owner or occupier acknowledges and agrees that the only vehicles permitted to be parked in the disabled parking area are vehicles displaying a valid Mobility Schemes Parking Permit.

5. Other Rights and Obligations

- i. An owner or occupier acknowledges that the owners corporation may enter into a parking area agreement with council under section 650A of the *Local Government Act 1993*. As a consequence, council is permitted to issue infringement notices and fines to illegally parked vehicles and unauthorised vehicles in the strata scheme;
- ii. For the purposes of ensuring that this by-law is being complied with and that there is no breach of this by-law, the owners corporation may do any or all of the following:
 - A. in order to determine any application to use a visitor parking space for longer than the collective period of 48 hours in any 7 day period, require the provision of a statutory declaration from the resident occupier outlining the circumstances in which the longer period is required before providing its consent to use of the visitor parking space for the longer period; and
 - B. authorise an agent on its behalf or itself to photograph and or record video and/or audio footage of any vehicle in the visitor parking areas and/or the strata scheme generally, for the purposes of monitoring compliance with this by-law or gathering evidence of any breach or non-compliance.
- iii. Nothing in this Special By-Law 4 limits the rights of or the remedies available to the owners corporation on a breach of this by-law.

6. Breach of By-Law – Notices issued by Owners Corporation

In the event that an owner or occupier (including a resident occupier) breaches this by-law the owners corporation may:

- (a) give the owner or occupier (including a resident occupier) in breach a notice, place a notice on the offending vehicle, requesting removal of the offending vehicle, advising of the terms of this by-law and the consequence of breach (**breach notice**); and
- (b) issue more than one breach notice throughout the duration of the breach of this by-law (but it must not act unreasonably when doing so); and
- (c) recover from the owner or occupier (including a resident occupier) in breach of this by-law as a debt due and payable, the following amounts, or such other amounts as may be determined from time to time by the Strata Committee (**breach expenses**), being a genuine pre-estimate of expenses incurred by the owners corporation in issuing the breach notice and arising generally out of or caused by the breach, including any expense incurred in rectifying, or attempting to rectify, restrain or prevent the breach, including without limitation the following costs: -
 - (i) issuing a letter to the owner or occupier (including a resident occupier) concerning a breach of the by-laws with respect to the failure or non-compliance with the provisions dealing with the display of a permit, \$45 (inclusive of GST); or
 - (ii) costs of obtaining or dealing with photographs, videos, reports or other evidence of breaches, \$180 per hour (inclusive of GST) charged by 15 minute increments or part thereof; or
 - (iii) the costs of holding an unscheduled meeting of the Strata Committee of the owners corporation to deal with the breach and to instruct the strata managing agent regarding action to be taken in connection with such breach; and
- (d) recover from the owner or occupier (including a resident occupier) in breach of this by-law as a debt due and payable expenses incurred by the owners corporation recovering the breach expenses including legal costs and disbursements on an indemnity basis (**recovery expenses**); and
- (e) charge interest (at the same rate that applies to overdue contributions under section 68 of the *Strata Schemes Management Act 2015*) on any amounts it may recover as a debt due and payable pursuant to this by-law if any such amounts are not paid at the end of one month after they become due and payable.

For the purpose of this by-law, any information notice cost, breach expenses, and recovery expenses become due and payable by the owner or occupier at the same time as the owners corporation incurs those costs or expenses.

Special By-Law 5 – Use of Car Wash Bay

1. An owner or occupier of a lot must only use the common property car wash bay for the purpose of washing vehicles or animals.
2. When using the car wash bay, an owner or occupier must:

- a. not unreasonably obstruct the use of the common property by other owners and occupiers;
 - b. not leave the vehicle parked in the Car Wash Bay for any longer than is reasonably necessary for washing the vehicle, or for any periods of time determined by the strata committee from time to time;
 - c. not leave behind or store any rubbish, waste or items in the car wash bay;
 - d. turn off all taps used;
 - e. leave the car wash bay clean and tidy;
 - f. comply with all reasonable directions given by the owners corporation as to the use of the car wash bay;
 - g. acknowledge the owners corporation accepts no responsibility for any injury, loss or damage to personal property arising from the improper use of the car wash bay;
 - h. pay all reasonable costs incurred by the owners corporation due to the failure to immediately attend to any cleaning requirements in breach of this by-law; and
 - i. indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the use of the car wash bay by the owner or occupier
3. The owner or occupier acknowledges the strata committee may impose further reasonable conditions on the use of the car wash bay from time to time, including conditions on the duration of use, types of cleaning products used in the car wash bay and the manner in which vehicles are to be washed.

Special By-Law 6 – Storage of Bicycles

1. An owner or occupier may bring a bicycle into the common property and store the bicycle:
 - a. in areas specifically designated by the owners corporation for such a purpose; or
 - b. within a car parking lot or storage cage associated with their lot.
2. When using the designated storage area referred to in clause 1(a) of this special by-law, the owner or occupier must:
 - a. if required, provide the following information to the owners corporation in writing prior to using the designated bicycle storage area;
 - i. their name;
 - ii. their lot number;
 - iii. a telephone number or email;
 - iv. a description of the bicycle to be stored.
 - b. comply with all reasonable directions given by the owners corporation as to the use of the bicycle storage area;
 - c. not unreasonably obstruct the use of the common property by other owners and occupiers;
 - d. keep the designated storage area clean and tidy, and free from rubbish;
 - e. comply with any reasonable requests to remove any bicycles from the designated area; and
 - f. ensure their visitors comply with the terms of this Special By-Law;
 - g. indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the use of the designated storage area by the owner or occupier
3. An owner or occupier must not permit any bicycle to be brought into or stored in any other part of the common property including the foyer, lifts, stairwells, hallways, garden areas, walkways, balconies or any other parts of the common property except as permitted by this Special By-Law.
4. An owner or occupier acknowledge the owners corporation accepts no responsibility for any injury to persons, theft, loss or damage to personal property arising from the storage of bicycles on the common property.
5. The owner or occupier acknowledges the owners corporation has rights to deal with any uncollected bicycles left in the common area (including the designated bicycle storage area) pursuant to the *Uncollected Goods Act 1995*.

Special By-Law 7 – Use of Storage Cage and Car Spaces

1. An owner or occupier must not without the prior written approval of the owners corporation, maintain within the lot (including the car parking space and storage cage) anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
2. An owner or occupier not without the prior written approval of the owners corporation, store any items on top of the storage cages.
3. The owner or occupier of a lot is responsible for keeping in a state of good and serviceable repair and maintenance, any fittings which form part of the storage cages, including any gates, hinges and the like, including so much as the common property, and if required, must replace those items at their own cost.

Special By-Law 8 – Use of Surveillance Devices

1. Introduction

This by-law sets out rules concerning the installation of surveillance devices by owners in the building.

2. Definitions

In this by-law:

“**building**” means the building situated in the strata scheme;

“**common property**” means the common property in the strata scheme including the common property inside and outside the building;

“**device**” has the same meaning as in section 4 of the *Surveillance Devices Act 2007* and includes listening devices or optical surveillance devices;

“**listening device**” means any device capable of being used to overhear, record, monitor or listen to a conversation or words spoken to or by any person in conversation, but does not include a hearing aid or similar device used by a person with impaired hearing to overcome the impairment and permit that person to hear only sounds ordinarily audible to the human ear.

“**optical surveillance device**” means any device capable of being used to record visually or observe an activity, but does not include spectacles, contact lenses or a similar device used by a person with impaired sight to overcome that impairment

3. Obligations

An owner or occupier must:

- a. Obtain the prior written consent of the owners corporation to install or maintain any optical surveillance device within their lot or the common property associated the lot which records visually or observe the carrying on of any activities in the common property of the strata scheme;
- b. To the extent the installation of any optical surveillance device requires modifications to the common property, obtain a suitable by-law pursuant to section 108 of the *Strata Schemes Management Act 2015* authorising the alteration prior to any installation.
- c. Not use the optical surveillance device to record visually or observe the carrying on of any activity within another lot without the express or implied consent of the owner or occupier of that lot;
- d. Not install, use or maintain any listening devices in the common property or their lot to:
 - i. overhear, record, monitor or listen to a private conversation to which the person is not a party, or
 - ii. record a private conversation to which the person is a party.
- e. Strictly observe any relevant provisions of the *Surveillance Devices Act 2007*;
- f. Allow the owners corporation to review any recorded footage of the common property from any optical surveillance device installed within the Lot;
- g. If reasonably requested by the owners corporation, modify the position of the optical surveillance device so it only records the common property.
- h. If reasonably requested by the owners corporation, or remove the optical surveillance device.
- i. If reasonably requested by the owners corporation, delete any footage recorded by the optical surveillance device;
- j. Within no more than seven (7) days notice, provide evidence to the owners corporation

- of compliance with this by-law;
- k. Upon the giving of no less than 14 days' notice, provide reasonable access to the owners corporation or its representatives to their lot for the purpose of inspecting any optical surveillance devices which records common property.

4. Refusal by Owners Corporation

For avoidance of doubt, and without being limited to this clause, it would be reasonable for the owners corporation to withhold its consent to the installation of a device under clause 3(a) of this special by-law if it reasonably considers:

- i. The installation of a surveillance device under this by-law would unreasonably interfere with another occupant's use of and enjoyment of the occupant's lot or the common property;
- ii. The installation of a surveillance device would unreasonably endanger or compromise the safety of another occupant in the strata scheme;
- iii. The installation of a device, or the recording of footage is contrary to law; or
- iv. Any other reasons it sees fit.

5. Breach of By-Law

In the event that an owner or occupier (including a resident occupier) breaches this by-law the owners corporation may:

- a. Revoke its consent under this Special By-law which authorises the installation and maintenance of any optical surveillance device in the Lot;
- b. Require the owner or occupier to immediately remove any device from their lot or the common property;
- c. Require the owner or occupier to delete any footage recorded by the optical surveillance device or listening device, and destroy any digital or physical copies of that footage;
- d. Require the owner or occupier to provide evidence to the owners corporation of the removal of the optical surveillance device or listening device and the deletion of any footage and the destruction of any digital or physical copies of that footage within no less than 7 days; and
- e. Require the owner or occupier to provide access to the owners corporation or its representatives to the lot for the purpose of complying with this Special By-Law. Nothing in this Special By-Law 8 limits the rights of or the remedies available to the owners corporation on a breach of this by-law.