

# By-Laws – SP7882

(292 – 294 Liverpool Road, Enfield, NSW 2136)

## 1. Noise

An owner or occupier of a Lot must not create any noise at any time and in any circumstance within their Lot or on common property that is likely to be offensive and/or interfere with the peaceful enjoyment of the owner or occupier of another Lot or of any person lawfully using common property.

## 2. Vehicles

- (1) An owner or occupier of a Lot must not park or stand any motor or other vehicle on common property which includes any spaces designated as visitors parking except with prior written approval of the Owners Corporation on a temporary and non-recurring basis. This approval can be cancelled and does not give an owner or occupier a permanent right over that part of the common property.
- (2) Despite subclause (1), an owner or occupier will be allowed to park in allotted visitors' spaces for a maximum of 30 minutes or as indicated in any signage. Prior to the expiry of the 30-minute limit, the owner or occupier must move their motor or other vehicle to their allocated parking space.
- (3) Visitors can only park in allocated visitors' spaces for a maximum of 48 hours or as indicated in any signage except in exceptional circumstances and with written approval of the Owners Corporation.
- (4) Any motor or other vehicle, with the exception of emergency vehicles, must not park or stand on areas designated as "No Parking" or on common property unless prior approval has been granted as referred to in subclause (1)
- (5) The Owners Corporation shall have the following powers and authorities, in addition to those conferred upon it by the Strata Schemes Management Act 2015, the power to do one or more of the following in respect of a vehicle parked upon common property contrary to the Bylaws:
  - (a) the power to remove the vehicle from the parcel
  - (b) the power to move the vehicle within the parcel
  - (c) the power to restrain the vehicle by such reasonable means as the Owners Corporation determines
  - (d) the power to impose a fine on the owner of the vehicle in the amount not exceeding \$550.00
  - (e) the power to affix a sign to the vehicle; and
  - (f) the Owners Corporation can recover the costs of exercising any power pursuant to this Bylaw from that owner or occupier as a debt in any court of competent jurisdiction.
- (6) The Owners Corporation is not responsible for:
  - (a) anything stolen from vehicles situated within the car parking spaces and/or area as set out in more detail in Clause 2(7);

- (b) damage to a motor vehicle or any other item stored and/or parked in the car parking spaces (as set out in more detail in Clause 2(7)) including but not limited to damage to motor vehicle entering or exiting car parking spaces and/or the car park.
- (7) The provisions of this by law apply to all car parking areas situated within the boundary of the building and include visitors car parking spaces, cash wash lot, basement parking and garages on the ground floor.

### **3. Car Wash Lot**

The following terms and conditions apply to the use of the car wash Lot:

- (a) The car wash Lot may only be used between the hours of 9am and 7pm except under exceptional circumstance and with prior approval of the Owners Corporation
- (b) The car wash Lot may only be used for washing cars, motorbikes and boats
- (c) During the hours stated in subclause (a) of this by-law, an owner or occupier or their invitees will only be allowed to park in the car wash Lot for a maximum of 30 minutes or as indicated in any signage.

### **4. Obstruction of common property**

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

### **5. Damage to lawns and plants on common property**

An owner or occupier of a Lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property

### **6. Damage to common property**

- (1) An owner or occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the prior written approval of the Owners Corporation.
- (2) An approval given by the Owners Corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for the protection of the owner's Lot against intruders, or
  - (b) any screen or other device to prevent entry of animals or insects on the Lot, or
  - (c) any structure or device to prevent harm to children.

- (4) Any such locking or safety device, screens, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the Strata Scheme Management Act 2015, the owner of a Lot must:
  - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the Lot, and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the Lot.
- (6) An owner or occupier must not remove the balcony light fixtures and bulbs unless, due to operational requirements, the bulb will need to be replaced.

## **7. Behaviour of Owners and occupiers**

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

## **8. Children playing on common property in building**

An owner or occupier of a Lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or remain on common property comprising the pool area, car parking area, rooftop area, garbage room or other area of possible danger or hazard to children.

## **9. Behaviour of invitees**

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

## **10. Depositing rubbish and other material on common property**

- (1) An owner or occupier of a Lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot or of any person lawfully using the common property.
- (2) An owner or occupier must take all reasonable precautions to ensure that any area within the common property, which includes the lift and the ground floor area, is not soiled by dirty or muddy footwear.
- (3) An owner or occupier of a Lot must keep free of blockage any common property drainage, pipe, duct, structure or similar which solely services the Lot up to the point of becoming a joint service to another Lot or common property outside the Lot.

## **11. Drying of laundry items**

- (1) An owner or occupier of a Lot must not, except under exceptional circumstances and with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel (for example, using balconies to dry laundry items) in such a way as to be visible from the outside of the building other than on any lines provided by the Owners Corporation for the purpose.
- (2) Any washing, towel, bedding, clothing or other article hung by an owner or occupier on the lines provided by the Owners Corporation must only be there for a reasonable time.

## **12. Cleaning windows and doors**

An owner or occupier of a Lot must keep clean all glass in windows and all doors on the boundary of the Lot, including so much as is common property, unless:

- (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the Lot safely or at all.

## **13. Storage of inflammable liquids and other substances and materials**

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

## **14. Moving furniture and other objects on or through common property**

- (1) An owner or occupier of a Lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) The Owners Corporation may resolve that furniture or large objects are to be transported through or on common property (whether in the building or not) in a specified manner.
- (3) If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a Lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

## **15. Floor coverings**

- (1) An owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another Lot.
- (2) An owner of a Lot must ensure that when replacing floor coverings, materials used and its installation comply with the minimum noise attenuation levels dictated by the Building Code of Australia.
- (3) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

## **16. Garbage disposal**

- (1) The strata scheme has shared receptacles for garbage, recyclable materials or waste and an owner or occupier of a Lot must:
  - (a) ensure that before refuse, recyclable material or waste is deposited in bins provided in the designated garbage room it is, in the case of refuse, securely wrapped, or in the case of tins or other containers, completely drained, or in the case of recyclable material or waste, separated and prepared in accordance with any instructions from the Owners Corporation.
  - (b) promptly remove anything which the owner or occupier may have spilled in the area of the bins and must take such action as may be necessary to clean the area within which that thing was spilled.
  - (c) observe rules made by the Owners Corporation relating to garbage, recycling, storage and removal.
- (2) An owner or occupier of a Lot must not:
  - (a) leave domestic garbage on the common property other than in the designated garbage room.
  - (b) deposit items that do not fit in the bins provided in the garbage room or anywhere else on the common property.
  - (c) place garbage, boxes, packing materials or similar rubbish anywhere else on the common property including the basement parking area.
- (3) An owner or occupier must make their own arrangements for the removal of all items that do not fit in the garbage bins provided.
- (4) An owner or occupier is liable for any costs incurred by the Owners Corporation in removing large items of furniture, effects or whitegoods left in the garbage room or anywhere else on the common property by that owner or occupier.

## **17. Keeping of animals**

- (1) Subject to subclause (2) of this by-law, and to section 139(5) and (6) of the Strata Schemes Management Act 2015 including any Regulation issued thereunder, an owner or occupier of a Lot may keep one animal in the Lot and allow it to access the common property but only on the conditions set out in this by-law.
- (2) The keeping of an animal in a Lot or permitting it to access the common property is subject to the conditions that:
  - (a) the owner or occupier keeps no more than one animal in each Lot at any one time; and
  - (b) the animal is appropriately identified by, for example, microchip, tattoo or other appropriate means and registered with Burwood Council; and
  - (c) other than a guide dog for the visually impaired, the owner or occupier of the Lot in which the animal is kept must ensure that the animal does not remain for any extended period of time in any internal enclosed Common Property area in the building; and
  - (d) the owner of the Lot in which the animal is kept is liable for any damage caused by the animal to any part of the Common Property or the property of any other Lot owner, occupier or visitor; and
  - (e) the animal is kept on a leash or otherwise suitably restrained at all times when on common property; and
  - (f) the animal is kept in the company of the owner or occupier at all times when on common property; and
  - (g) all faeces or other animal waste, whether on the Lot or the common property, is immediately removed and disposed of and that, in doing so, no faeces or other animal waste is placed in the common property garbage bins unless contained within a securely sealed plastic or other impermeable wrapping and in such a manner that no offensive odours escape; and
  - (h) an appropriate flea and vaccination schedule is maintained in respect of the animal; and
  - (i) the animal does not create unreasonable noise or disturbance; and
  - (j) the animal does not wander on to another Lot.
- (3) The following animals are considered prohibited animals and must not be kept in a Lot or the common property:
  - (a) any dog declared under the Companion Animals Act 1998 to be a dangerous dog or any dog that is a restricted dog within the meaning of that Act or the Regulations thereunder;
  - (b) domestic fowl, game birds, cockatoos or large parrots.
- (4) The Owners Corporation may, pursuant to a resolution of its executive committee, give a written notice to an owner or occupier of a Lot in which an animal is kept if:
  - (a) there is a material breach of the conditions in this by-law;
  - (b) the animal creates unreasonable noise or nuisance;

- (c) the animal attacks or threatens in a material way any owner or occupier of, or visitor to, a Lot;
  - (d) the animal attacks or persistently threatens other animals within a Lot or the common property; or
  - (e) the animal causes material damage to the Common Property or the property of any other Lot owner, occupier or visitor, requiring that owner or occupier to take certain actions or do certain things, which may include the removal of the animal from the strata scheme.
- (5) If a written notice is given under clause (4) of this by-law to an owner or occupier of a Lot in respect of an animal kept within that Lot, that owner or occupier must comply with the terms of that notice within 21 days after the date on which the notice is given to that owner or occupier.
- If:
- (a) the written notice given to an owner or occupier of a Lot contains a warning that a recurrence of the conduct of the subject of the notice or the continuation of any other breach of this by-law may result in a further notice requiring the removal of the animal from the strata scheme; and
  - (b) there is a recurrence of the conduct the subject of the notice or a further breach of this by-law or the owner or occupier otherwise fails to comply with the notice,
- the owner or occupier must, within 21 days after the notice is given, remove the animal from the strata scheme and rectify, or pay the costs incurred by the Owners Corporation in rectifying, any damage to the Lot or common Property caused by the animal.
- (6) For the avoidance of doubt, nothing in this by-law prohibits the keeping in a Lot at any time of fish, a small caged bird or an animal of the kind described in section 139(5) and (6) of the Strata Schemes Management Act 2015.

## **18. Appearance of Lot**

- (1) An owner or occupier of a Lot must not, without written consent of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 11.

## **19. Notice board**

An Owners Corporation must cause a notice board to be affixed to some part of the common property.

## **20. Change in use of Lot to be notified**

An occupier of a Lot must notify the Owners Corporation if the occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes).

## **21. Access to Lot**

Pursuant to section 122 of the Strata Scheme Management Act 2015, an owner or occupier must allow access to a unit to investigate and/or repair common property:

- (a) in an emergency, without notice, or
- (b) on reasonable notice at other times.

An owner or occupier must not obstruct or hinder the Owners Corporation in the exercise of its functions under this section

## **22. Alterations to Lot**

- (1) Pursuant to section 152 of the Strata Scheme Management Act 2015, the owner of a Lot must not alter the structure of the Lot without giving to the Owners Corporation, no later than 14 days before commencement of the alteration, a written notice on the formal request form describing the proposed alteration.
- (2) An owner intending to undertake any renovations (not including painting and/or wall papering) to a Lot will be required to provide the secretary of the Owners Corporation or a delegated representative, no later than 14 days before commencement of the alteration, with information pertaining to the proposed alteration and approximate length of time required on the formal request form.
- (3) Any proposed alterations to the structure or major renovations can only commence once formal approval is issued by the Owners Corporation and conditions (if applicable) are adhered to.

## **23. Construction hours**

- (1) An owner or occupier of a Lot must not permit construction work to be carried out in their Lot other than between the hours of 7.30am and 5.30pm Monday to Friday, and between the hours of 8.00am and 1.00pm on Saturday with no work to be carried out after 1.00pm on Saturday, all day Sunday or Public Holidays unless authorised in writing by the Owners Corporation.
- (2) An owner or occupier of a Lot must ensure that:
  - (a) prior to the commencement and on a daily basis of the construction, common area surfaces, including lift surfaces, are adequately protected with drop sheets before any construction material and equipment is carried to the Lot; and
  - (b) upon the daily completion of the work, all drop sheets are to be vacuumed, cleaned and stored in the unit; and
  - (c) the fire exit stairs are to be kept clean and no equipment is to be left within the fire exit stairs at all times; and
  - (d) promptly remove anything that may have spilled in the fire exit stairs and must take such action as may be necessary to immediately clean the area within which that thing was spilled
- (3) The owner or occupier of a Lot will be responsible for any costs associated with the repair or replacement of any damage to the common areas, including fixtures, fittings and surfaces, caused by the construction work.



## **24. Common property locks and security keys**

- (1) The Owners Corporation pursuant to section 106(3) of the Strata Schemes Management Act 2015, determines that repair or replacement of locks to Lot mail boxes, Lot external doors and Lot garage doors, excluding basement parking garage doors, be the responsibility of the individual owner.
- (2) Despite subclause (1), if the lock to a Lot mailbox is determined by the Owners Corporation to be vandalised without the knowledge of the owner or occupier, the Owners Corporation will repair or replace the lock to the mailbox at no cost to that owner or occupier.
- (3) An owner or occupier must not remove the child safety window opening restrictions installed in their Lot at any time.
- (4) An owner or occupier must:
  - (a) take all reasonable steps not to lose the security key or rooftop key; and
  - (b) notify the Secretary of the Owners Corporation immediately if the security key or rooftop key is lost, stolen or misplaced
- (5) An owner or occupier must not duplicate the security key or rooftop key. A replacement security key can be obtained from the Treasurer of the Owners Corporation for a fee.

## **25. The Pool**

- (1) An owner or occupier of a Lot must not:
  - (a) use or allow the use of the pool area between 10.00pm and 5.00am, and
  - (b) allow the use of the pool area by invitees except when accompanied by that owner or occupier.
- (2) An owner or occupier of a Lot must:
  - (a) ensure that the door and gate into the pool area is to be kept locked at all times, and
  - (b) ensure that their feet are dry and no water drips onto the foyer tiles or lift floor upon vacating the pool area.
  - (c) promptly remove any water drips in the foyer and lift floor upon vacating the pool area
- (3) An owner or occupier of a Lot is responsible in ensuring that their invitees adhere to the conditions stipulated in subsection (2) of this by-law.
- (4) The owner or occupier of a Lot must not do any of the following, or allow them to be done, in the pool area:
  - (a) smoking;
  - (b) consuming alcohol;
  - (c) using bottles or glass;
  - (d) using soap, bubble bath or shampoo
  - (e) screaming, yelling, diving or conducting hazardous activities.

## **26. Rooftop Access**

- (1) An owner or occupier of a Lot admitting invitees to a Rooftop Area must not allow them to remain on the Rooftop Area unsupervised except to the extent reasonably necessary for the ingress and egress of the invitee.
- (2) An owner or occupier of a Lot or its invitees must comply with the signage on display from time to time stipulating the safety requirements that apply to the Rooftop Area. Such requirements include but are not limited to the following:
  - (a) wearing of flat heel shoes;
  - (b) not throwing anything from the Rooftop;
  - (c) not running, climbing, and/or pushing against the balustrades;
  - (d) not smoking or consuming alcohol;
  - (e) not bring and consume any food or drink;
  - (f) not bring or use any bottles or glass;
  - (g) not bring any furniture including collapsible furniture.
- (3) In using the Rooftop Area, an owner or an occupier of a Lot must not:
  - (a) behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot or of any person lawfully using the Rooftop Area,
  - (b) obstruct lawful use of the Rooftop Area by any person,
  - (c) do anything to damage or deface the Rooftop Area,
  - (d) interfere with the operation of any equipment installed on the Rooftop Areas.
- (4) An owner or occupier of a Lot must immediately notify the Secretary of the Owners Corporation of any damage to or defect in the Rooftop Area, including, but not limited to, damage to or defects in the balustrades.
- (5) An owner or occupier of a Lot must not interfere with the fire stairs to and from the Rooftop Area.
- (6) An owner or occupier of a Lot must take all reasonable steps to ensure that invitees of the owner or occupier to a Rooftop Area comply with this by-law as though they were an owner or occupier of the Lot. If an invitee does not comply with this by-law, the owner or occupier must take all reasonable steps to ensure that the invitee immediately leaves the building

## **27. The Lift**

- (1) An owner or occupier of a Lot shall not convey nor allow the conveyance in the lift of any push bike or surfboard or other object likely to damage or to dirty the interior of the lift.
- (2) An owner or occupier of a Lot or its invitees shall not damage, vandalise or deface, any area, both internal and external, of the lift.

## **28. Smoking**

- (1) An owner or occupier of a Lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property at any time.
- (2) An owner or occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the Lot does not penetrate to the common property or any other Lot.

## **29. Nuisance**

Pursuant to section 153 of the Strata Schemes Management Act 2015, an owner or occupier must not use that Lot or permit it to be used in such a manner or for such a purpose as to cause a nuisance to the owner or occupier of another Lot.

## **30. Fire safety**

- (a) An owner or occupier must not, nor permit any other person within their control to alter, relocate, paint over, interfere or tamper with any part of fire safety services of the building (whether located within a Lot or on common property) without the prior written consent of the Owners Corporation.
- (b) The consent of the Owners Corporation under Clause (a) may be withheld unless that owner or occupier provides to the Owners Corporation at the owner or occupier's expense) written confirmation from the relevant fire safety service contractor engaged by the Owners Corporation from time to time that:
  - (i) the proposed change will comply with the required standard applicable to the fire safety services; and
  - (ii) the contractor will certify compliance of the fire safety services as so altered.
- (c) Without limitation, no owner or occupier may, nor permit anyone to, change or install any door hardware (including any lock, handle, peep hole, door closer) to the fire door to the Lot without the prior written consent of the Owners Corporation unless consent is first obtained under Clause (a) but the coding of any lock may be altered without the need for prior consent.
- (d) The owner or occupier of a Lot who refuses access in respect of a proposed inspection under the Environment Planning & Assessment Act 1979 relation to fire safety shall be responsible for any costs incurred by the Owners Corporation including but not limited to fines, penalties, inspection, reinspection or additional inspection fees or charges that are incurred whether directly or indirectly arising out and/or as a result of a failure to provide access to an individual Lot or failure to comply with any provision of the applicable legislation. Further, and in alternative they shall be responsible for reimbursing the Owners Corporation for any of the above charges, fees or penalties which may be levied upon the Owners Corporation and such amounts shall be recoverable through a court of competent jurisdiction.
- (e) In the event any part of the compliance of fire safety services is affected in any way by any change made without consent under this by-law, then the owner from time to time of the relevant Lot will be responsible for reimbursing the Owners Corporation for the full cost of rectifying the non-compliance and this cost may be recovered from the owner as a debt.

- (f) The Owners Corporation is entitled to access to the relevant Lot (by force if necessary) to rectify any non-compliance with the fire safety services on giving 24 hours written notice to the occupier, which may be served by leaving the notice under the front door of that Lot.

### **31. Prevention of hazards**

Neither the owner nor occupier of a Lot must do anything or permit any invitees of the owner or occupier to do anything on the Lot or common property that is likely to create a hazard or danger to the owner or occupier of another Lot or any person lawfully using the common property.

### **32. Name of occupier**

Pursuant to section 239 of the Strata Schemes Management Act 2015, Owners or property agents are required to advise the Owners Corporation of the full name and contact phone numbers of occupiers of a Lot immediately that they take possession of the Lot.

### **33. Owners or property agent's responsibility for occupier**

- (1) Owners or property agents of Lots must do all things necessary and within the Owners' power to ensure that the occupier of the Lot or Lots they own comply with the Strata Schemes Management Act 2015 and the by-laws for the strata scheme.
- (2) Owners of Lots who do not occupy the Lots will also be responsible for the following actions by the occupiers of the Lot or Lots they own but do not occupy:
  - (a) compliance with the provisions of the Strata Schemes Management Act 2015,
  - (b) compliance with the by-laws for the strata scheme,
  - (c) damage caused to common property or person property vested in the Owners Corporation, and
  - (d) damage caused to Lots or personal property of other Lot Owners or occupiers.
- (3) If an occupier does not remedy a breach of the Strata Schemes Management Act 2015 or the by-law or does not rectify damage caused to the common property, Lots or personal property, then the owner of the Lot they occupy will be liable to remedy the breach or rectify the damage.

### **34. Electronic transmission of documents**

- (1) 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
- (2) The document is considered to be successfully sent if the sender, within 24 hours after the document had been sent, does not receive notification that the electronic transmission was unsuccessful due to a "bounce", file size restrictions or an incorrect e-mail address.

### **35. Security in the strata scheme**

- (1) An owner or occupier of a Lot, its invitees or contractors must not do or permit anything which may prejudice the security or safety of the parcel or building and, without limitation, must take all reasonable measures to ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.
- (2) The Owners Corporation may take all reasonable steps to:
  - (a) ensure the security of the parcel from intruders; and
  - (b) preserve the safety of the parcel and persons on the parcel from fire, violence, theft or other hazards.
- (3) If the Owners Corporation considers it necessary or desirable, it may, without limitation:
  - (a) close off or restrict access (on either a temporary or permanent basis) to any apart of the common property not required for access to a Lot; or
  - (b) permit, to the exclusion of the Owners or occupiers of Lots, any designated part of the common property to be used by any security person as a means of monitoring the security of the parcel,
  - (c) install the Additional Security System in the common property,
  - (d) the power to enter into arrangements with third parties from time to time for the purchase, installation, repair and replacement of the Additional Security System (or any part of it),
  - (e) the power to provide Owners or occupiers, on terms and conditions determined by the Owners Corporation from time to time, any devices or information required to operate the Additional Security System
- (4) An Owner, occupier and their invitee must not under any circumstances tamper, deface, damage or obstruct any security devices including the CCTV systems installed on the parcel or building. An Owner or occupier found to have tampered, defaced, damaged or obstructed any security device will be liable for any costs associated with the repair, cleaning and/or replacement of the device(s).

### **36. Real estate signs**

That "Auction", "For Sale", "For Lease" signs and the like, are not permitted to be placed on the common property. 2. A Real Estate Agent is permitted to place a foldaway sign when a property is open for inspection and such foldaway sign to be only in place during the inspection period.

### **37. Air Conditioner Installation**

An owner may install an air-conditioner unit subject to:

- (a) being installed within the balcony or the Lot and against the external wall of the Lot,
- (b) all pipework, cabling and ducting associated with the installation shall be suitably concealed to be satisfactory of the Owners Corporation,

- (c) compliance with all noise by-laws and local government conditions,
- (d) preparations or other works affecting common areas shall be carried out in a manner that does not detract from the appearance of the structural integrity of the common areas
- (e) installation and maintenance to be at the sole cost of the owner or successors in title,

### **38. Window Safety Device**

1. The owner or occupier of a Lot must not damage or deface (or allow to be damaged or defaced) a Window Safety Device except with the prior written approval of the Owners Corporation.
2. An Owner or occupier of a Lot who damages or defaces a Window Safety Device in contravention of Clause 1 above must:
  - (a) immediately notify the Owners Corporation and provide comprehensive details with respect to the damage or defacement;
  - (b) allow the Owners Corporation or its duly appointed contractors, employees or agents access to the Lot to inspect the damage or defacement immediately upon written request by the Owners Corporation;
  - (c) immediately rectify the damage or defacement if requested by the Owners Corporation, or allow the Owners Corporation to rectify the damage or defacement; and
  - (d) indemnify (and keep indemnified) the Owners Corporation in relation to any damage, costs, expenses or losses incurred or suffered by the Owners Corporation (including but not limited to the costs of the rectification referred to in Clause 2(c) above in connection with the damage or defacement);
3. If an Owner or occupier fails to comply with any obligation under this by-law the Owners Corporation may take steps to remedy that failure or non-compliance and in doing so the Owners Corporation has the right to:
  - (a) carry out all work necessary to perform that obligation;
  - (b) enter upon any part of the parcel to carry out that work; and
  - (c) recover the costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the Owner acknowledges that any debt for which the Owner is liable under this by-law, is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.
4. All Owners acknowledge that the Owners Corporation may recover any expenses pursuant to this by-law with respect to a Lot from the Owner of the respective Lot. For the avoidance of doubt, the Owners Corporation may recover expenses from an Owner of a Lot in circumstances where the expenses were occasioned by, relate to or are the direct or indirect result of the actions or omissions of the occupier of the Lot.

### **39. Short Term Rentals**

An Owner or Occupier of the Lot is not permitted to enter into an agreement by which a Lot is made available for short term rental e.g. "Air BNB".