

ANNEXURE "A"

**Consolidated By-Laws - Strata Plan No. 11452**

**1 Common Property**

**1.1 Damage to Common Property**

**Damage to Lawns and Gardens**

1.1.1 Except with the prior written approval of the Owners Corporation, an Owner or Occupier must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property; or
- (b) use for their own purposes as a garden any portion of the Common Property.

**Damage to Buildings**

1.1.2 Except with the prior written approval of the Owners Corporation, an Owner or Occupier must not mark, paint, drive nails or screws into or otherwise damage or deface any structure that forms part of the Common Property.

1.1.3 This by-law does not prevent an Owner or person authorised by an Owner from installing:

- (a) any locking or other safety device for protection of the Owner's Lot against intruders;
- (b) any screen or other device that attaches to an existing window or door, other than an entrance door to the Lot, to prevent entry of animals or insects on the Lot; or
- (c) any structure or device to prevent harm to children.

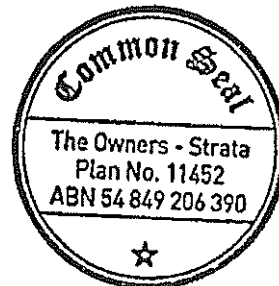
1.1.4 Any such locking of safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.

1.1.5 Despite section 106 of the Act, the Owner of a Lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in this by-law that forms part of the Common Property and that services the Lot.

The Common Seal of the Owners - Strata Plan No. 11452  
was affixed on the 06 day of APRIL 2017 in the presence of

Signature: *Brian John Heatrick*

Name: *Brian John Heatrick*  
being the person authorised by Section 273 of the Strata  
Schemes Management Act 2015 to attest the affixing of the seal.



## **1.2 Obstruction of Common Property**

- 1.2.1 An Owner or Occupier must not obstruct the lawful use of Common Property by any person.
- 1.2.2 Except with the prior written approval of the Owners Corporation an Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item.

## **1.3 Children on Common Property**

- 1.3.1 An Owner or Occupier must not permit any child under 15 years of age who the Owner or Occupier has control to be or remain on Common Property unless that child is accompanied by an adult exercising effective control.

## **1.4 Bicycles on Common Property**

- 1.4.1 An Owner or Occupier must not permit any bicycle (other than a Motorcycle) to be stored in the Common Property other than the Bicycle Storage Facilities

## **1.5 Compensation for Damage**

- 1.5.1 An Owner shall be liable to compensate the Owners Corporation for all damage to the Common Property, or personal property vested in it, caused by the Owner or by the Owner's invitees.
- 1.5.2 An Occupier shall be liable to compensate the Owners Corporation for all damage to the Common Property or personal property vested in it caused by the Occupier or by the Occupier's invitees.
- 1.5.3 An Owner or Occupier must repair and maintain:
  - (a) alterations made to Common Property; and
  - (b) fixtures or fittings attached to Common Property, made or attached by the Owner or Occupier.

## **2 The Lot**

### **2.1 Floor Coverings**

- 2.1.1 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
- 2.1.2 This By-Law does not apply to floor space comprising a kitchen laundry, lavatory or bathroom.

## **2.2 Windows and Doors**

- 2.2.1 An Owner or Occupier of a Lot must keep clean all exterior surface of glass in windows and 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 safely or at all.

## **2.3 Appearance of the Lot**

- 2.3.1 An Owner or Occupier of a Lot must not, without the written consent of the Owners Corporation, maintain within the Lot anything visible from outside that Lot that, viewed from outside the Lot, is not in keeping with the rest of the building.
- 2.3.2 This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article referred to in by-law 4.3.

## **2.4 Air Conditioners**

- 2.4.1 Each Owner has the right to the exclusive use and enjoyment of any air conditioning unit that services their Lot ('Air Conditioner').
- 2.4.2 The Owner must:
- (a) ensure the Air Conditioner is kept in a state of good and serviceable repair; and
  - (b) in the event the Air Conditioner cannot be kept in a state of good and serviceable repair, replace or remove the Air Conditioner.
- 2.4.3 If an Air Conditioner is replaced by an Owner, the Owner must:
- (a) prior to the replacement, obtain the written consent of the Owners Corporation; and
  - (b) install the replacement Air Conditioner in a proper and tradesmanlike manner.
- 2.4.4 If an Air Conditioner is removed, but not replaced, by an Owner, the Owner must:
- (a) prior to the removal, obtain the written consent of the Owners Corporation;
  - (b) replace the air conditioner with windows designed in accordance with Schedule A; and
  - (c) conduct all work in a proper and tradesman like manner.
- 2.4.5 Where an Owner fails or neglects to carry out work required by this by-law, the Owners Corporation may:

- (a) carry out such work;
- (b) enter any part of the Parcel at any reasonable time; and
- (c) recover the costs of doing such work as a debt due from the Owner.

## **2.5 Window Shutters**

- 2.5.1 Each Owner has the right to the exclusive use and enjoyment of the external window shutters adjacent to their Lot (**Window Shutter**).
- 2.5.2 The Owner must:
- (a) ensure the Window Shutter is kept in a state of good and serviceable repair;
  - (b) in the event the Window Shutter cannot be kept in a state of good and serviceable repair, replace the Window Shutter (and ancillary equipment).
- 2.5.3 If a Window Shutter is replaced by an Owner, the Owner must:
- (a) prior to the replacement, obtain the written consent of the Owners Corporation; and
  - (b) install the replacement Window Shutter in a proper and tradesman like manner.
- 2.5.4 Where an Owner fails or neglects to carry out work required by this by-law, the Owners Corporation may:
- (a) carry out *such work*;
  - (b) enter *any part of the Parcel at any reasonable time*; and
  - (c) recover the costs of doing such work as a debt due from the Owner.

## **2.6 Change in Use of Lot to be notified**

- 2.6.1 An Occupier of a Lot must notify the Owners Corporation if the Occupier changes the existing use of the Lot if:
- (a) the change in use may affect the insurance premiums for the Strata Scheme; or
  - (b) if the change of use results in a hazardous activity being carried out on the Lot.

## **3 Owners Corporation**

### **3.1 Agreement to Provide Services**

- 3.1.1 The Owners Corporation may enter into an agreement with third parties to provide services to the Owners Corporation to assist the Owners Corporation with its duties to control, manage, operate, maintain and replace Common Property.

### **3.2 Notice board**

- 3.2.1 The Owners Corporation must cause a notice board to be affixed to some part of the Common Property.

### **3.3 Electronic Transmission of Documents**

- 3.3.1 A document may be served on an Owner by electronic means if the Owner has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.
- 3.3.2 A notice or document served on an Owner by electronic means in accordance with this by-law is deemed to have been served when transmitted by the sender, providing that the sender does not receive an electronic notification of unsuccessful transmission within 24 hours.

## **4 Behaviour of Persons**

### **4.1 Behaviour of Owners and Occupiers**

- 4.1.1 An Owner or Occupier must, when on Common Property:
- (a) be adequately clothed; and
  - (b) 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.
- 4.1.2 An Owner or Occupier must not, when on the Parcel, create any noise likely to interfere with the peaceful enjoyment of any Owner or Occupier of another Lot or to any person lawfully using Common Property.

### **4.2 Smoking and Alcohol**

#### **Smoking**

- 4.2.1 An Owner or Occupier, and any invitee of the Owner or Occupier, must not smoke tobacco or any other substance on the common property, except:
- (a) on the roof terrace of the North Tower;
  - (b) within the car park;
  - (c) in an area designated as a smoking area by the owners corporation; or
  - (d) with the written approval of the owners corporation.
- 4.2.2 A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other Lot.

- 4.2.3 An Owner or Occupier 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.

#### Alcohol

- 4.2.4 An Owner or Occupier must not consume alcohol in any place within the Parcel, except:
- (a) within any Lot;
  - (b) on the roof terrace of the South Tower, other than within the Swimming Pool area; or
  - (c) on the roof terrace of the North Tower.

#### 4.3 Hanging of Laundry Items

- 4.3.1 An Owner or Occupier must not hang any washing, towel, bedding, clothing or other article on any part of the Parcel in such a way as to be visible from outside the Building other than on any lines provided by the Owners Corporation for the purpose and there only for a reasonable period.

#### 4.4 For Sale Signs

- 4.4.1 An Owner or Occupier must not attach or install, or permit to be attached or installed, any sign advertising or promoting the sale, lease or licensing of a Lot:
- (a) onto any part of the Common Property; or
  - (b) onto any part of the Lot that is visible from outside the Lot.
- 4.4.2 In the event an Owner or Occupier has installed or attached a sign in breach of this by-law, the Owners Corporation shall have the power to:
- (a) enter into any part of the Parcel to remove the sign; and
  - (b) recover from the Owner the costs incurred restoring the Common Property to its original condition.

#### 4.5 Garbage Disposal

- 4.5.1 The Strata Scheme has shared bins for garbage, recyclable material or waste. An Owner or Occupier must:
- (a) ensure that when refuse, recyclable material or waste is placed in the bins it is:
    - (i) in the case of refuse, securely wrapped;
    - (ii) in the case of tins, bottles or other containers, completely drained; or
    - (iii) in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and

- (b) promptly remove any thing 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.

#### **4.6 Storage of Flammable Liquids and Other Substances and Materials**

- 4.6.1 An Owner or Occupier must not, except with the approval in writing of the Owners Corporation, use or store on the Parcel any flammable chemicals, liquid or gas or other flammable material.
- 4.6.2 This by-law does not apply to chemicals, liquids, gases or other materials 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.

#### **4.7 Behaviour of Invitees**

- 4.7.1 An Owner or Occupier must take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property.
- 4.7.2 An Owner or Occupier is liable for any damage caused to persons or property by their invitees within the Parcel, including:
  - (a) Common Property or other property vested in the Owners Corporation; and
  - (b) property owned by Owners or Occupiers of other Lots.

### **5 Gemini Recreational Facilities**

#### **5.1 Generally**

- 5.1.1 Unless otherwise provided in these by-laws, any Owner or Occupier may use the Gemini Recreational Facilities.

#### **5.2 Rooftop Rules**

- 5.2.1 The following terms and conditions apply to use of the rooftop terrace on both the North Tower and South Tower:
  - (a) gatherings of 6 persons or more must be recorded on a notice visible on the notice board and gatherings of more than 10 persons at any one time are prohibited;
  - (b) no person is to allow any object or thing to fall from the rooftop;
  - (c) climbing onto any part of the rooftop superstructure is prohibited;
  - (d) rooftop furniture is not to be moved;
  - (e) any items brought onto the roof must be removed immediately after use;
  - (f) cigarettes must be disposed of in the receptacles provided; and

- (g) the rooftop terrace must not be used for commercial activities.

### 5.3 Swimming Pool

#### 5.3.1 The following terms and conditions apply to use of the Swimming Pool and Swimming Pool area:

- (a) the Swimming Pool may only be used between the hours of:
  - (i) 6:00am and 12:00pm on Fridays and Saturdays; and
  - (ii) 6:00am and 10:00pm on other days;
- (b) children under the age of 15 years of age may use the Swimming Pool only if accompanied and supervised by an adult; and
- (c) the following are not permitted in the Swimming Pool area:
  - (i) food, glassware or other sharp objects;
  - (ii) running, ball playing or noisy or hazardous activities;
  - (iii) smoking; or
  - (iv) amplified music.

### 5.4 Barbeque

#### 5.4.1 The following terms and conditions apply to use of the Barbeque and Barbeque area:

- (a) only Australian coins may be used in the Barbeque; and
- (b) the Barbeque, bench and surrounding area must be cleaned thoroughly after use.

### 5.5 Washing Machines

#### 5.5.1 The following terms and conditions apply to use of the Washing Machines:

- (a) only Australian coins may be used in the Washing Machines;
- (b) the Washing Machines must be cleaned as necessary after use; and
- (c) visitors are not permitted to use the Washing Machines.

## 6 Other By-Laws

### 6.1 Security Keys

#### 6.1.1 The Owners Corporation may install any mechanical or electronic locking or security device to restrict access to any part of Common Property ('Security Device'). Access to Security Devices may be given by mechanical key, electronic device, code or other mechanism ('Security Key'). For the avoidance of doubt, any device installed by an Owner or Occupier is not a Security Device for the purpose of this by-law 6.1.

#### 6.1.2 If the Owners Corporation installs a Security Device on Common Property, it must provide to each Owner:



- (a) at its own cost, one copy of each Security Key required to access:
    - (i) the car park;
    - (ii) the Gemini Recreational Facilities; and
    - (iii) the Owner's Lot; and
  - (b) at the Owner's cost and request, a second or further copy of each Security Key required to access:
    - (i) the car park;
    - (ii) the Gemini Recreational Facilities; and
    - (iii) the Owner's Lot.
- 6.1.3 If an Owner requests more than two copies of any Security Key within a 6 month period, the Owners Corporation may require the Owner to justify in writing its requirement for further copies before responding to the Owner's request.
- 6.2 Renovations**
- 6.2.1 The Owners Corporation delegates its functions under section 110 of the Act to the strata committee of the Owners Corporation under section 110(6)(b) of the Act.
- 6.2.2 If an Owner or Occupier intends to undertake any improvement, renovation or construction works, being Minor Renovations, within the Parcel that would breach by-law 1.1.2 if it does not receive the written approval of the Owners Corporation, the Owner or Occupier must submit a written request to conduct works to the Owners Corporation at least 4 weeks prior to undertaking any improvement, renovation or construction works within the Parcel.
- 6.2.3 For the avoidance of doubt, if an Owner or Occupier submits a written request on the Renovation Application Form to conduct works under by-law 6.2.1 and the Owners Corporation does not respond to the Owner or Occupier before the improvement, renovation or construction works are due to commence, the silence of the Owners Corporation will not be 'written approval' for the purpose of by-law 1.1.2.
- 6.2.4 If an Owner or Occupier breaches by-law 6.2.1, the Owners Corporation may:
- (a) provide written approval for the improvement, renovation or construction work; or
  - (b) require the Owner or Occupier to:
    - (i) cease work immediately;
    - (ii) submit a written request to conduct works; and/ or
    - (iii) return the Common Property to its pre-work state, at the Owner's or Occupier's cost (as appropriate).
- 6.2.5 Any improvement, renovation or construction works undertaken by an Owner or Occupier within the Parcel and visible from outside the Building must be consistent with the appearance and character of the building.

### **6.3 Animals**

- 6.3.1 Subject to sections 139(5) and 139(6) of the Act, an Owner or Occupier must not keep any animal on the Parcel except fish contained in an appropriate container. If an owner or occupier is keeping an animal in breach of this By-Law the Owners Corporation has a right at any time to require its removal in which case the owner or occupier must immediately remove and keep the animal away from the parcel.

### **6.4 South Tower Store Room**

- 6.4.1 An Owner or Occupier must not store any goods in the South Tower Store Room unless:
- (a) the Owner or Occupier has received the prior written consent of the Owners Corporation; and
  - (b) the goods stored must be clearly labelled with the name and unit number of the owner of the goods.
- 6.4.2 Written consent of the Owners Corporation under this by-law:
- (a) is not capable of being transferred to any other person; and
  - (b) may be revoked by written notice of the Owners Corporation at any time.
- 6.4.3 The Owners Corporation may refuse written consent, or revoke written consent, under this by-law at any time in its absolute discretion, including if the Owner or Occupier has not observed this by-law.
- 6.4.4 The Owners Corporation may, from time to time, review the goods stored within the South Tower Store Room and, following reasonable steps to identify and contact the owner of goods, remove and dispose of any unclaimed goods.

### **6.5 Parking**

- 6.5.1 An Owner or Occupier must not park or stand, or allow to park or stand, any Vehicle upon the Parcel unless:
- (a) the Owner or Occupier has received the prior written consent of the Owners Corporation;
  - (b) the Vehicle is contained wholly within the line-markings denoting a single parking space; and
  - (c) the Vehicle is parked for a period not exceeding 30 consecutive days.
- 6.5.2 Without limiting by-law 6.5.1, an Owner or Occupier may not park or stand more than one Vehicle upon the Parcel at any one time.
- 6.5.3 An Owner or Occupier must not park or stand, or allow to park or stand, any Motorcycle upon the Parcel unless:
- (a) the Owner or Occupier has received the prior written consent of the Owners Corporation;

- (b) the Motorcycle is not:
    - (i) in the line-marking denoting a car parking space;
    - (ii) in the foyer, denoted by stone flooring; or
    - (iii) in a position likely to obstruct traffic in or around the Parcel; and
  - (c) the Motorcycle is parked for a period not exceeding 30 consecutive days.
- 6.5.4 Visitors and invitees are not permitted to park any Vehicle or Motorcycle on the Parcel.
- 6.5.5 Written consent of the Owners Corporation under this by-law:
- (a) is not capable of being transferred to any other person; and
  - (b) may be revoked by written notice of the Owners Corporation at any time.
- 6.5.6 The Owners Corporation may refuse written consent, or revoke written consent, under this by-law at any time in its absolute discretion, including if the Owner or Occupier has not observed this by-law.
- 6.6 Telecommunications
- 6.6.1 For the avoidance of doubt, the Owners Corporation may grant to any person a licence to use the common property for the purpose of installing, maintaining and using telecommunications equipment that services a Lot.

## 7 Definitions and interpretation

### **7.1 Definitions**

#### **7.1.1 In these by-laws:**

"Act" means the *Strata Schemes Management Act 2015*;

"Barbeque" means the barbeque on the Common Property from time to time;

"Bicycle Storage Facilities" means those areas of Common Property containing bicycle racks for the storage of bicycles;

"Building" means any building or structure contained in the Parcel, including the North Tower and South Tower;

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

"Gemini Recreational Facilities" means the Swimming Pool, the Bicycle Storage Facilities, the Washing Machines and the Barbeque;

"Lot" means a lot (as defined in the Act) in the Strata Plan;

"Minor Renovations" has the meaning given in section 110 of the Act;

"Motorcycle" means any motorised vehicle with only 2 wheels that is capable of being registered for use on public roads in NSW;

"North Tower" means the building further north of the two buildings on the Parcel, excluding the bridge between the two buildings;

"Occupier" means any person in lawful occupation of a Lot;

**"Owner"** means:

- (a) except as provided in paragraph (b), a person for the time being recorded in the register as entitled to an estate in fee simple in that Lot;  
or
- (b) a person whose name has been entered on the strata roll as an Owner of a Lot in accordance with s 98 of the Act;

**"Owners Corporation"** means the owners corporation for the Strata Scheme;

**"Parcel"** means the land comprised in the Strata Plan;

**"Permitted Person"** means a person on the Parcel with the express or implied consent of the Owners Corporation or an Owner or Occupier;

**"Renovation Application Form"** means the form prescribed by the Owners Corporation from time to time;

**"South Tower"** means the building further south of the two building on the Parcel, including the bridge between the two buildings.

**"South Tower Store Room"** means the ground floor store room accessible by a door on the east side of the South Tower.

**"Strata Plan"** means the strata plan registered with these by-laws;

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

**"Swimming Pool"** means the swimming pool which is on Common Property;

**"Vehicle"** means any vehicle and:

- (a) includes a boat, trailer, caravan, car or item towable behind a car; and
- (b) does not include a Motorcycle; and

**"Washing Machines"** means the washing machines which are on the Common Property from time to time.

## **7.2 Interpretation**

7.2.1 A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.

7.2.2 In these by-laws unless the contrary intention appears a reference to:

- (a) the singular includes the plural and vice versa; and
- (b) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa.

7.2.3 If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.

7.2.4 Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.

7.2.5 The word "includes" in any form is not a word of limitation.

7.2.6 For the avoidance of doubt and unless the context otherwise requires, where a by-law requires the action of the Owners Corporation, the action may be undertaken by the strata committee of the Owners Corporation.

# Schedule A - Window design

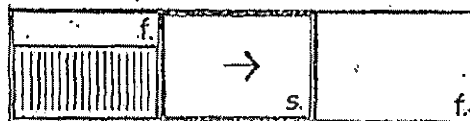
'GEMINI'  
 40-44 VICTORIA ST. POTTS POINT.

## Schedule for side windows

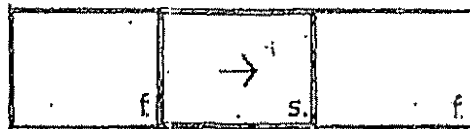
NOTE: Where residents wish to remove  
 air conditioners or increase  
 natural ventilation



EXISTING



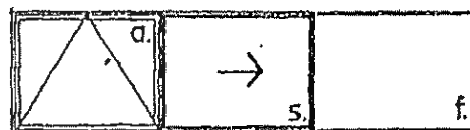
ALTERNATIVE 1  
 AC retained with  
 sliding window



ALTERNATIVE 2  
 AC removed with fixed  
 panel in lieu and  
 sliding window



ALTERNATIVE 3  
 AC removed with hopper  
 in lieu and fixed  
 panel retained



ALTERNATIVE 4  
 AC removed with hopper  
 in lieu and sliding  
 window

The Common Seal of the Owners - Strata Plan No. 11452  
 was affixed on the 06 day of APRIL 2017 in the presence of

Signature: *[Signature]*  
 Name: ...15. RIAN JOAN I. EATICK  
 being the person authorised by Section 273 of the Strata  
 Schemes Management Act 2015 to attest the affixing of the seal.



Approved Form 10

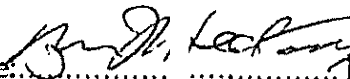
Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

\*that the initial period has expired.

~~\*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of the The Owners - Strata Plan No. 11452 was affixed on ....D.G. 04. 2017  
in the presence of the following person authorised under section 273 of the Strata  
Schemes Management Act 2015 to attest the affixing of the seal.

Signature:  .....

Name: BRIAN JOHN HEATHCOTE .....

Authority: Strata Managing Agent

