



RANELAGH

A P A R T M E N T S

STRATA PLAN 4680

BY-LAWS

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1. Noise (amended 3 May 2017)

An Owner or Occupier of a Lot must not create any noise on a Lot or the Common Property, or install any device within the Owner's Lot, likely to interfere with the peaceful enjoyment of another Lot by the Owner or Occupier of the Lot, or Common Property by any person lawfully using Common Property.

2. Vehicles, Car Parking Spaces and Visitor Parking (amended 3 May 2017)

2.1 An Owner or Occupier of a Lot must not:

- (a) park or stand (for any period other than to load and unload passengers or domestic supplies) any motor or other vehicle on Common Property;
- (b) park or stand any motor or other vehicle in a manner or place that may obstruct the driveway at any time; or
- (c) allow any invitee of the Owner or Occupier to park or stand any motor or other vehicle on Common Property or in a manner or place that may obstruct the driveway;

except with the prior written approval of the Owners Corporation.

2.2 An Owner or Occupier of a Lot must:

- (a) not park or stand any motor or other vehicle in any parking space designated for use by visitors.
- (b) ensure that their representatives, contractors, agents, employees or licensees, do not park or stand any motor or other vehicle in any parking space designated for use by visitors.

2.3 An Owner or Occupier of a Lot must not, and must ensure that an Authorised User does not, at any time enclose any car parking space forming part of the Lot, or alter or erect anything on such car parking space, without the prior written permission of the Strata Committee.

2.4 An Owner or Occupier of a Lot must ensure that the Owner's allocated car space within the Building is not used by any person who is not an Owner or Occupier of a residential Lot.

2.5 An Owner or Occupier of a Lot must not permit the Owner's allocated car space within the Building to be used by any person who is not an Owner or Occupier of a residential Lot.

3. Obstruction of Common Property

An Owner or Occupier of a Lot must not obstruct lawful use of Common Property by any person.

4. Damage to lawns, etc. 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.

5. Damage to Common Property

5.1 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 approval in writing of the Owners Corporation.

5.2 An approval given by the Owners Corporation under subclause (1) cannot authorise any additions to the common property.

5.3 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, 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.

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

5.5 Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the Common Property and that services the Lot.

6. Behaviour of Owners, Occupiers and Authorised Users (amended 3 May 2017)

- 6.1 An Owner or Occupier of a Lot when on Common Property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property.
- 6.2 An Owner or Occupier of a Lot must not make any use of the Common Property or of his or her Lot which is illegal or immoral or injurious to the reputation of the building.
- 6.3 An Owner or Occupier of a Lot when upon Common Property, other than the swimming pool area, must not appear in any swimming costume unless wearing appropriate footwear and a beach coat or other suitable attire over the swimming costume, and must be dry before re-entering the building's common property.
- 6.4 An Owner or Occupier of a Lot must not consume alcohol on the Common Property including within the Recreation Facilities or Reception Area unless such consumption is approved by the Strata Committee.
- 6.5 An Owner or Occupier of a Lot must not smoke any cigarette, cigar, e-cigarette or other product on or within four (4) metres of any enclosed part of the Common Property and on or within four (4) metres of the Recreation Facilities.
- 6.6 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 Authorised User, on the Lot (including a balcony) does not penetrate to the Common Property or any other lot.
- 6.7 An Owner or Occupier of a Lot must ensure that any Authorised User of the Owner or Occupier complies with this by-law as if the Authorised User were the Owner or Occupier.

7. Children playing on common property in building

An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play or otherwise obstruct the lifts, stairs or access ways on Common Property or Recreational Facilities and, unless accompanied by an adult exercising effective control, to enter or to remain within the Recreational Facilities and Common Property including the car parking areas and other areas of possible danger or hazard to children.

8. Behaviour of Invitees

An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property.

9. Depositing Rubbish and other material on common property

An Owner or Occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

10. Drying of laundry items

An Owner or Occupier of a Lot must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the Owners Corporation for the purpose and there only for a reasonable period.

11. Cleaning of 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.

12. Storage of inflammable liquids and other substances and materials

- 12.1 An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the Common Property any inflammable, explosive or combustible materials or materials capable of being used to create explosives or become combustible, corrosive or toxic or other inflammable material.
- 12.2 This By-Law 12 does not apply to chemicals liquids, gases or other material stored in a legally approved storage vessel and used or intended to be used for normal domestic purposes or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- 12.3 The Owner or Occupier of a Lot or any Storage Area:
- (a) must not, except with the prior written approval of the Owners Corporation, use or store in the Storage Area any inflammable, explosive, corrosive or toxic substance or other inflammable material;
 - (b) must repair any damage caused to the Storage Area and common property as a result of the use of the Storage Area;
 - (c) must ensure Storage Area is kept clean and free of all rubbish and vermin.
- 12.4 An Owner or Occupier of a Lot must ensure that any Authorised User of the Owner or Occupier complies with this by-law as if the Authorised User were the Owner or Occupier.

Special By-Law 13. Security Keys and Cards (replaced 3 May 2017)

- 13.1 In addition to its powers under the Act, the Owners Corporation has the power to:
- (a) close off or restrict by security key access to parts of Common Property that do not give access to a Lot;
 - (b) restrict by security key an Owner or Occupier from gaining access to levels in the Building on which an Owner or Occupier does not own or occupy a Lot or have rights to use any part of the Common Property according to any By-Law; and
 - (c) allow the Strata Manager, Building Manager and security personnel to use part of Common Property to operate equipment in connection with, or monitor, security of the Building. The Owners Corporation may restrict any Owner or Occupier of a Lot from using those parts of Common Property in accordance with this by-law.
- 13.2 The Owners Corporation, by its employees, agents or contractors including its Strata Manager, may close off or restrict access to Common Property facilities if such closure or restriction is necessary or desirable to control and administer those facilities.
- 13.3 If the Owners Corporation or Strata Manager restricts access to Common Property, the Owners Corporation may give an Owner or Occupier of a Lot a security key or card. The Owners Corporation may charge an Owner or Occupier a fee or bond if an Owner or Occupier requests extra or replacement security keys/cards.
- 13.4 Security keys/cards remain the property of the Owners Corporation.
- 13.5 In addition to its powers under the Act, the Owners Corporation has the power to:

- (a) re-code security keys/cards; and
 - (b) require an Owner or Occupier of a Lot to promptly return his or her security keys/cards to the Owners Corporation to be re-coded.
- 13.6 In addition to its powers under the Act, the Owners Corporation has the power to make agreements with another person (including the Building Manager, the Strata Manager or any security personnel) to exercise its functions under this By-Law 13 and, in particular, to manage the security key system and provide security keys/cards to Owners and Occupiers. The agreement may have provisions requiring Owners and Occupiers to pay an administration fee for the provision of security keys/cards.
- 13.7 An Owner or Occupier of a Lot must:
- (a) take all reasonable steps not to lose security keys/cards;
 - (b) return security keys/cards to the Owners Corporation if an Owner or Occupier does not need them or if an Owner or Occupier is no longer an Owner or Occupier of a Lot in the Building; and
 - (c) notify the Owners Corporation immediately if an Owner or Occupier loses a security key/card.
- 13.8 If an Owner or Occupier of a Lot leases or licences a Lot the Owner or Occupier must include a requirement in the lease or licence that the Occupier of the Lot return security keys/cards to the Owners Corporation when they vacate the Building.
- 13.9 An Owner or Occupier of a Lot must not:
- (a) copy a security key/card: or
 - (b) give a security key/card to a minor or someone who is not an Owner or Occupier.
- 13.10 An Owner or Occupier of a Lot must comply with reasonable instructions of the Owners Corporation about security keys/cards and, in particular, instructions about recoding and returning security keys/cards.

14. Floor coverings (repealed - see Special By-Laws 30-31)

15. Garbage Disposal

A Proprietor or Occupier of a Lot shall ensure that before refuse is disposed, it is securely wrapped and in the case of tins, bottles or other containers, completely drained. Disposal of such refuse will be in accordance with instructions or directions as may be laid down from time to time by the Owners Corporation.

Special By-Law 16. Recreation Facilities & Reception Area (replaced 3 May 2017)

- 16.1 An Owner or Occupier of a Lot must (and must ensure that any Authorised User does):
- (a) not use the Recreation Facilities between the hours of 10.00pm and 6.00am;
 - (b) ensure that his or her Authorised Users do not use Recreation Facilities unless that Owner or Occupier or another Owner or Occupier accompanies them;
 - (c) ensure that children do not use the Recreation Facilities unless accompanied by an adult Owner or Occupier exercising effective control over them;
 - (d) ensure glass containers or receptacles made of glass are not taken to or allowed to remain in the Recreation Facilities, Reception Area or other areas of the Common Property;
 - (e) exercise caution at all times when in the Recreation Facilities and not run or splash or behave in any manner that is likely to interfere with the safe and enjoyable use of the pool and other Recreation Facilities by other persons;
 - (f) not, without proper authority, operate, adjust or interfere with the operation of any equipment associated with the Recreation Facilities or add any chemical or other substance to any water in the pool;

- (g) at all times be adequately clothed so as not to be likely to offend other persons using the Recreation Facilities;
- (h) be adequately clothed (including adequate footwear) and dry when leaving or entering the Recreation Facilities, Reception Area and other areas of the Building;
- (i) comply with any Rules that the Strata Committee may make or vary with respect to the use of the Recreation Facilities and Reception Area from time to time.

16.2 An Owner and Occupier of a Lot must not conduct or host (and must ensure that an Authorised User does not conduct or host) any function, party, meeting or gathering in the Reception Area without first obtaining the approval of the Strata Committee which approval may be withheld in its absolute discretion.

17. Appearance of Lot (amended 3 May 2017)

17.1 The Owner or Occupier of a Lot must not, without the written consent of the Owners Corporation:

- (a) affix or display anything to or on or from the exterior of the Building or a Lot within the Building or the Common Property; or
- (b) maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not consistent with the overall appearance of the Building or detracts from the appearance of the Building.

This prohibition includes (without limitation):

- (c) the display of "for sale" or "for lease" signs, or any other form of notice or advertising; and
- (d) satellite dishes or antennas.

17.2 An Owner or Occupier of a Lot must not, without the written consent of the Owners Corporation, use their balcony to store any goods or items (including furniture) or keep, store or use on any balcony any barbeque or barbeque equipment.

17.3 Notwithstanding clause 2, an Owner or Occupier of a Lot must not keep, store or use on any balcony any goods or items (including furniture or barbeque equipment) which are not consistent with the overall appearance of the Building.

17.4. An Owner or Occupier of a Lot must ensure that any Authorised User of the Owner or Occupier complies with this by-law as if the Authorised User were the Owner or Occupier.

17.5. This By-Law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-Law 10.

18. Noticeboard

An Owners Corporation must cause a noticeboard to be affixed to some part of the Common Property.

19. Notice of change of lot usage

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

Special By-Law 20. Security (added 3 may 2017)

20.1 The Owners Corporation must take reasonable steps to:

- (a) prevent fires and other hazards within the Building and the Common Property; and

- (b) operate, maintain and monitor the Security System.
- 20.2 In addition to its powers under the Act, the Owners Corporation may install and operate on Common Property a Security System in the Building.
- 20.3 An Owner or Occupier must not (and must ensure that an Authorised User does not):
 - (a) interfere with the Security System; or
 - (b) do anything that might prejudice the security or safety of the Building.
- 20.4 An Owner or Occupier of a Lot must take reasonable care to ensure (and must make sure that Authorised Users ensure) that security doors in the Building are locked or secured in conformity with fire regulations when they are not being used.

21. 24th floor works

- 21.1 The owner of Lots 103, 104 and 105 may refurbish those lots and the common property on the 24th floor. In the refurbishment, the owner may remove sections of walls from areas of common property between Lots 103 and 104, and Lots 104 and 105, and shall have a right of exclusive use of the areas from which walls are to be removed.
- 21.2 The refurbishment and the removal of walls must accord with the scope of works and accompanying drawing of Andre Porebski & Associates, Architects, as approved or modified by the Strata Committee. The scope of works and drawings identify the common property (such as ceilings and floors to the lots that will be refurbished).
- 21.3 Before commencing the works, the owner must furnish to the Owners Corporation a certificate or report from a duly qualified engineer addressed to the owners corporation certifying that the works will not affect the structural integrity of the building or any part of it.
- 21.4 The owner shall comply with all statutes, By-Laws, regulations, rules and other laws for the time being in force and which are applicable to the works.
- 21.5 The owner must have all insurances required by law, Contractor's All Risk Insurance and public liability insurance naming the owners corporation for \$10,000,000.00. A copy of each policy must be produced to the strata committee of the owners corporation before commencement of any work.
- 21.6 Before the works start, the owner must provide the owners corporation with a dilapidation report by a structural engineer of Lots 103, 104 and 105 and the adjacent lots. Within fourteen (14) days of completion of the works the owner must provide the owners corporation with another dilapidation report by a structural engineer of Lots 103, 104 and 105 and the adjacent lots.
- 21.7 The owner at his expense must repair any damage caused by the works including, but without limiting the generality of the foregoing, all items of dilapidation noted in the dilapidation report obtained after the completion of the works and which items of dilapidation are not noted in the dilapidation report obtained prior to commencement of the works. All dilapidation reports shall incorporate the lifts.
- 21.8 The owner may not carry out the works except between 8.00am and 4.30pm on Mondays to Fridays (inclusive) excluding public holidays.
- 21.9 The owner must complete the works within three months after starting them, although the owners corporation may extend that time if reasonably required by the owner.
- 20.10 The owner must clean all common property areas used in the course of the works at the end of work each day.
- 21.11 Immediately upon completion of the works, the owner must furnish to the owners corporation a certificate or report from a duly qualified independent engineer addressed to the owners corporation certifying that the works have been completed in a manner that will not affect the structural integrity of the building or any part of it.

21.12 The owner will be responsible to maintain and to repair the exclusive use area and the improvements constructed in the works.

21.13 The owner must indemnify the owners corporation against any expense or liability caused by the works.

21.14 If the one person or entity does not own Lots 103, 104 and 105, the owners for the time being of any of those three lots which are adjoining and which are not in single ownership must reinstate the wall or walls comprising the boundary of any of the lots not owned by one person or entity.

21.15 The owners corporation may recover from the owner the reasonable costs of rectifying any breach of this By-Law by the owner, provided that the owner has been given 30 days written notice to rectify the breach. Those costs will be due and payable and will attract interest as though they were levies.

21.16 The owner must pay the owners corporation's reasonable expenses of preparing, making and registering this By-Law, and of any building consultant engaged by the owners corporation to inspect the works.

21.7 The works shall be performed in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

22. Works Authorisation

The Owners Corporation hereby authorises the owner for the time being of a lot to perform the works set out hereunder and to maintain any part of the works on the common property upon the subject to the conditions set out hereunder.

22.1 The Works

In this By-Law:

- (a) '*the works*' means alterations or renovations to a lot other than those of a minor nature including, but without limiting the generality of the foregoing:
- (i) The installation or removal of a wall, floor or ceiling or a significant part of a wall, floor or ceiling or other structure; and
 - (ii) Plumbing or electrical works which mark, damage or deface any wall, floor, ceiling or other structure;
- (b) '*the owner*' means the owner for the time being of the lot in which the works are to be carried out.

22.3 The Conditions

22.3.1 Before the Works

- (a) Before commencing the works, the owner must give to the Owners Corporation a written notice describing the works which shall contain any plans, drawings, specifications and notes in respect of the works.
- (b) If requested by the Owners Corporation, the owner must also give the Owners Corporation before commencing the works:
- (i) A copy of all requisite approvals of the Council within whose boundaries the works are being undertaken, to the works, including all conditions of approval, plans, drawings, specifications and notes;
 - (ii) A copy of all contracts between the owners and any contractor engaged or to be engaged in relation to the works. Any such contract must be in conformity with and meet all the requirements of the Home Building Act 1989.
 - (iii) A copy of a Contractors All-Risk Insurance policy which includes Public Liability cover of not less than \$10,000,000.00 in respect of any claim and evidence that it is current. The interest of the Owners Corporation must be noted on the policy; and
 - (iv) A certificate or report from a duly qualified engineer addressed to the Owners Corporation certifying that the works will not affect the structural integrity of the building or any part of it.

(c) The works must not commence until all preconditions to the commencement of the works have been complied with and the Owners Corporation has given its written approval to the works.

22.3.2 Performance of the Works

- (a) The works must be carried out in accordance with the terms of this By-Law and any directions that may be issued in writing from time to time by the Owners Corporation or by its agents, employees or contractors.
- (b) The works shall be performed in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.
- (c) Except in so far as this By-Law may otherwise provide, the works shall be constructed and maintained in a manner which is in keeping with the rest of the strata scheme.
- (d) The owner shall ensure that the works are done with due diligence and within a reasonable time from the date of commencement.
- (e) The owner shall ensure that minimum disturbance is caused to the common property and the owners and occupiers of the strata scheme during the performance of the works.
- (f) The works shall only be carried out between the hours of 8.00am and 4.30pm Monday to Friday and must not be carried out on public holidays.
- (g) The owner shall give the occupier of each lot situated on the same level of the strata scheme as the owner's lot and on the level above and below the owner's lot at least 48 hours' notice of any demolition work or any work involving the use of percussion tools or any interruption to the supply of water, electricity or gas.
- (h) The owner shall ensure that any debris related to the works is removed from the common property as soon as practicable and no later than 4.00pm on the same day that the debris is removed from the owner's lot.
- (i) The owner shall ensure that a protective covering is installed within any lift in which and on any parts of the common property through which materials, tools, debris or any large objects related to the works are transported at all applicable times.
- (j) During the performance of the works, the owner must not do anything or permit anything to be done that is likely to affect the security of the building.
- (k) The Owners Corporation shall permit the owner reasonable access through the common property of the strata scheme for himself, his workmen, contractors, employees and tradesmen and all their reasonable tools and machinery for the purpose of performing the works and meeting any requirement imposed on the owner by this By-Law.
- (l) The owner shall comply with all statutes, By-Laws regulations, rules and other laws for the time being in force and which are applicable to the works.
- (m) The owner shall be responsible for the payment of all costs associated with the performance of the works.
- (n) The works shall be constructed entirely upon the lot of the owner hereby authorised to perform and the works and the common property contiguous to that lot and shall not encroach upon any other lot.
- (o) All contractors engaged on the works must be appropriately licensed.
- (p) Any fixtures, fittings, structures, objects or items comprised in the works shall not constitute part of the common property but will remain the property of the owner and in so far as they may encroach upon the common property they shall occupy that part of the common property by way of licence only pursuant to the terms of this By-Law.

22.3.3 After Completion of the Works

- (a) After completion, the owner shall at the owner's expense, properly maintain the works and keep them in a reasonable state of good and serviceable repair and when necessary, or whenever the Owners Corporation may reasonably require, renew or replace any fixtures or fittings comprised in the works, including any parts which may be located in or about the common property.
- (b) Immediately upon completion of the works the owner shall be responsible for the restoration of all other parts of the common property affected by the performance of the works as nearly as possible to the state which they were in immediately prior to commencement of the works and furthermore, the owner will, at the owner's expense, make good any damage to the common property caused as a result of the works no matter when such damage may become evident.

(c) If requested by the Owners Corporation, after completion, the owner must furnish to the Owners Corporation:

- (i) a certificate or report from a duly qualified engineer addressed to the Owners Corporation certifying that the works have been completed in a manner that will not affect the structural integrity of the building or any part of it; and
- (ii) plans showing the location of any pipes, wires, cables, ducts or other services the location of which have been altered as a result of the works.

22.3.4 Connection of Utilities

In the event that electrical power, water or any other service is connected to the works and the existing service is separately metered and charged to the account of the owner then the new service shall be installed so as to also be separately metered and charged to the account of the owner.

22.3.5 Specification for the Works

Where the works should be built or installed to a specification provided by a qualified person that specification shall be obtained by the owner at the owner's expense and the works must be constructed or installed in accordance with that specification. In all other respects but subject to any statues, By-Laws, regulations, rules or other laws to the contrary, the works must be constructed and installed in accordance with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict of Building Code of Australia shall be applied.

22.3.6 Owners Corporation Able to Gain Assistance

(a) The Owners Corporation may employ such persons as it thinks fit to:

- (i) help it assess any documents relating to the works;
- (ii) supervise and inspect the works for the purpose of ensuring that the works are carried out in accordance with this By-Law; and
- (iii) record the state and condition of the common property and any lots contiguous to the lot.

(b) The Owners Corporation may, by its agents, employees or contractors, enter on any part of the parcel for the purposes set out in subclauses 22.3.6(a).

(c) The owner shall be liable for the reasonable costs of any person employed by the Owners Corporation pursuant to this clause.

22.3.7 Insurance

The owner will insure the works for their full value during construction or installation and will also effect insurance to cover the owner for all the owner's risks consequent upon this By-Law.

22.3.8 Indemnity

The owner will 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 directly or indirectly out of the works or the altered state or use of the common property arising therefrom. Without limiting the generality of the foregoing, the owners will indemnify and keep indemnified the Owners Corporation from any increase in an insurance premium for the strata scheme that is attributable to the works. For the purposes of this clause a certificate given by the Owners Corporation's insurer shall be conclusive evidence, as at the date of the certificate, of the extent of any increase in insurance premiums attributable to the works.

22.3.9 Bond

(a) If requested by the Owners Corporation, the owners shall pay the Owners Corporation a bond of \$3,000.00, or such other amount as may from time to time be determined by the Owners Corporation or the strata committee, before commencing the works.

(b) The owner shall pay the bond to the Owners Corporation's strata managing agent for the time being. If there is no strata managing agent the owner shall pay the bond directly to the secretary or treasurer for the time being of the Owners Corporation.

(c) The works shall not commence until the bond has been paid.

(d) If the owner breaches this By-Law the Owners Corporation shall be entitled to deduct from the bond, or to apply the bond or any part of it towards the satisfaction of, any loss or damage suffered by the Owners Corporation as a result of any such breach provided that such deduction or application shall not constitute a waiver of the breach and shall not prejudice any other right or remedy of the Owners Corporation in respect of the breach.

(e) If the bond or any part of the bond is used or applied for the purposes set out in subclause 22.3.9(d) the owner shall upon demand pay the Owners Corporation a further bond equivalent to the amount so used or applied which shall be held in accordance with the terms of this By-Law.

(f) In the event that the amount of the bond is insufficient to satisfy the Owners Corporation for the loss or damage caused by any breach of this By-Law and if the owner fails or neglects to pay the balance of such loss or damage within thirty days of the Owners Corporation's written demand then the Owners Corporation may recover that amount as a debt due from the occupier together with all the expenses incurred in recovering that amount. The amount shall bear simple interest at the same annual rate as shall apply to contributions levied by the Owners Corporation from time to time.

(g) Upon being satisfied that the works have been completed in accordance with this By-Law the Owners Corporation shall, within 14 days, refund the remaining balance of the bond or the further bond to the owner.

22.3.10 Breach of this By-Law

(a) If the owner is in breach of any condition of this By-Law and fails to rectify that breach within thirty days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may rectify any such breach and may recover as a debt due from the owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs. The costs of the rectification shall become due and payable by the owner as and when they are paid by the Owners Corporation and if not paid by the owner at the end of one month after they become due and payable, they shall bear simple interest at the same annual rate as shall apply to contributions levied by the Owners Corporation from time to time.

(b) The Owners Corporation may, by its agent, employees or contractors, enter on any part of the parcel for the purpose of rectifying any breach of this By-Law.

22.3.11 Emergency Works

This By-Law shall not apply to any works that are required to be carried out in any emergency.

22.4 Recovery of Costs

(a) The Owners Corporation may recover from the Owner as a debt any costs the Owners Corporation incurs arising out of or as a consequence of:

(i) a breach of this By-Law by the Owner including the costs to remedy that breach; and

(ii) any request for assistance made by the Owners Corporation to any third party including a consultant or engineer in connection with the works or any other matter arising under this By-Law including the assessment of the works.

(b) The Owners Corporation may record any costs it is entitled to recover from the Owner as a debt under this By-Law on:

(i) the account kept by the Owner with the Owners Corporation;

(ii) levy notices sent by the Owners Corporation to the Owner; and

(iii) certificates issued by the Owners Corporation under section 109 of the *Strata Schemes Management Act 1996*

(c) If a person becomes the owner of a lot at a time when, under this By-Law, a former owner is liable to pay money to the Owners Corporation as a debt, the person who becomes owner is jointly and severally liable with the former owner to pay the money to the Owners Corporation.

23. 17th Floor Works

Upon and subject to the conditions set out in this By-Law, the owners for the time being of lots 77 and 75 ("the owners") shall jointly have a special privilege in respect of the common property to undertake the works set out in the plans/specifications tabled before, and approved by, the general meeting of the owners corporation which resolved to adopt this By-

Law and which may be generally described as the replacement of the existing carpet on the floor of the foyer of level 17 of the strata plan with tiles (“the works”).

The Conditions

23.1 Before the Works

23.1.1 Before commencing the works, the owners must provide the owners corporation with:

- (a) a copy of all contracts between the owners and any contractor engaged or to be engaged in relation to the works. Any such contract must be in conformity with and meet all the requirements of the Home Building Act 1989, if applicable to the works, and include the certificate of insurance relating to the works under section 92 of the Home Building Act 1989. The interests of the owners corporation must be noted on the certificate of insurance;
- (b) a copy of a Contractors All-Risk Insurance Policy held with an insurance office of repute which includes Public Liability cover of not less than \$10,000,000.00 in respect of any claim and evidence that it is current for the duration of the works. The interests of the owners corporation must be noted on the policy.

23.2 The Works

23.2.1 In undertaking the works, the owners must by themselves, their agents, servants and contractors:

- (a) ensure that the works are undertaken by professionally licensed tradespersons and are performed in a proper and workmanlike manner utilising only new materials of first quality which are good and suitable for the purpose for which they are used.
- (b) ensure that the works are completed and maintained in a manner which is in keeping with the rest of the strata scheme.
- (c) ensure that the works are done with due diligence and, subject to any extension of time necessitated by reasons beyond their control, that the works are completed within one month of commencement;
- (d) ensure that minimum disturbance is caused to the common property and the owners and occupiers of the strata scheme during the performance of the works;
- (e) not carry out the works except between the hours of 8.00am and 3.30m Monday to Friday (inclusive), public holidays excluded;
- (f) not permit the obstruction of the common property during the performance of the works by building materials, tools, machines, debris or motor vehicles.
- (g) comply with all statutes, By-Laws, regulations, rules and other laws for the time being in force and which are applicable to the works;
- (h) comply with all conditions and requirements of the owners corporation together with the terms of any approval given by the owners corporation under this By-Law including the requirements of any building consultant or engineer engaged by the owners corporation to supervise or inspect the works for the purpose of ensuring compliance with the terms of this By-Law. Any additional works undertaken pursuant to this condition shall form part of the works for the purposes of this By-Law.
- (i) comply with any reasonable requirements of the owners corporation concerning the means of entering and leaving the building for the owners’ tradesmen with respect to building materials, tools and debris including the protection of elevators and the movement of equipment;
- (j) be responsible for the payment of all costs associated with the performance of the works.

23.2.2 Where the works should be built to a specification provided by a qualified person, that specification shall be obtained by the owners at the owners’ expense and the works must be constructed in accordance with that specification. In all other respects but subject to any statutes, By-Laws, regulations, rules or other laws to the contrary, the works must be constructed in accordance with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.

23.3 Compliance with other By-Laws

After completion, the works must comply with all applicable By-Laws of the strata scheme and the owners must ensure that the works are covered or otherwise treated to an extent sufficient to prevent the transmission of noise from the works likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

23.4 Maintenance

After completion, the owners shall, at the owners' expense, be responsible for properly maintaining the works and keeping them in a reasonable state of good and serviceable repair and when necessary, or whenever the owners corporation may reasonably require, renewing or replacing any fixtures or fittings comprised in the works.

23.5 Breach of this By-Law

If the owners are in breach of any condition of this By-Law and fail to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may rectify any such breach and may recover as a debt due from the owners the costs of the rectification together with the expenses of the owners corporation incurred in recovering those costs. The costs of rectification will become due and payable by the owners as and when, and in the amounts by which, they are paid by the owners corporation and if not paid by the owners and the end of one month after they become due and payable, they shall bear simple interest at the same annual rate as shall apply to contributions levied by the owners corporation from time to time.

23.6 Damage

Immediately upon completion of the works, the owners shall be responsible for the restoration of all other parts of the common property affected by the works as nearly as possible to the state they were in immediately prior to the commencement of the works and furthermore the owners shall, at the owners' expense, repair promptly and make good any damage caused or contributed to by the works, including damage to the common property and the property of the owner or occupier of another lot in the strata scheme no matter when such damage may become evident.

23.7 Indemnity

The owners will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages, liabilities and expenses which may be incurred by or brought or made against the owners corporation arising directly or indirectly out of the works or the altered state or use of the common property arising therefrom, including any liability under section 65(6) of the Strata Schemes Management Act 1996 in respect of the works.

23.8 Insurance

The owners will insure the works for their full value during installation and will also effect insurance to cover the owners for all of the owners' risks consequent upon this By-Law.

23.9 Costs

23.9.1 The owner must meet all expenses of the owners corporation incurred in the preparation, making, registration, implementation and enforcement of this By-Law, including all legal expenses and the expenses of any building consultant or engineer engaged by the owners corporation pursuant to this By-Law.

23.9.2 The owners must recompense the owners corporation for any additional expense incurred by the owners corporation as a result of the works including, but without limiting the generality of the foregoing, any increased insurance premium. For the purposes of this condition, the certificate of the owners corporation's insurer will be conclusive evidence of the fact and the amount of any increase in an insurance premium or excess payable by the owners corporation that is attributable to the works.

23.10 Joint and several liability

23.10.1 The owners will be jointly and severally liable to the owners corporation in respect of any obligation arising under this By-Law.

23.10.2 If, at the time a person becomes the owner of one or more of the aforementioned lots, the previous owner is liable for the payment of moneys to the owners corporation under this By-Law, the owner shall be jointly and severally liable with the previous owner for the payment.

23.11 Miscellaneous

If walking on or using the tiled area for any other purpose results in noise, audible on any other level or lot, the owners of lots 77b and 75 will, at their own expense cover the tiled area with a carpet approved by the strata committee of Ranelagh.

24. Moving furniture and other objects on or through common property

24.1 Definitions

In this By-Law:

'Item' means any large piece of furniture, building material or large object;

'Transport' means to transport, move or deliver an item through or on Common Property within the building.

24.2 Moving Items –What You Need to Do Before Moving

24.2.1 An Owner or Occupier of a Lot must not Transport an Item or cause an Item to be transported unless:

(a) the Owner or Occupier has first given 3 days' notice to the office manager or building supervisor, or any other person nominated from time to time by the Strata Committee, so as to enable the office manager, building supervisor or the Strata Committee's nominee:

(i) to make a reservation for the use of Lift No.1 between the hours of 9.00am-3.45pm Monday to Friday, and;

(ii) to be present at a the time when the Transport occurs; and

(b) the Owner or Occupier has first delivered to the administration office a bond in the form of cash, card or cheque payable to *The Owners SP4680* in the sum of \$1000.00, or for such other amount as may be determined from time to time by the Strata Committee, and;

(c) the Owner or Occupier has first delivered to the administration office a non-refundable payment in the form of cash, card or cheque payable to *The Owners SP4680* in the sum of \$100.00, or for such other amount as may be determined from time to time by the Strata Committee, being for the purpose of reimbursing the Owners Corporation for the provision, installation and removal of protective lift coverings, any necessary inspections, attendances or supervision and administrative expenses.

24.2.2 Immediately prior to transporting an Item or causing an Item to be transported, the Owner or Occupier must notify a member of staff of the administrative office or a member of the Strata Committee so as to enable the member of staff or member of the Strata Committee to carry out an initial inspection of the Common Property prior to the transportation of the Item.

24.2.3 The initial inspection may include the taking of photographs of the Common Property and the preparation of an inspection report. Any inspection report must be signed by the member of staff or Strata Committee member carrying out the inspection and the relevant Owner or Occupier before transportation of an Item may occur.

24.2.4 Immediately after transporting an Item or causing an Item to be transported, the Owner or Occupier must notify a member of staff of the administrative office or a member of the Strata Committee so as to enable the member of staff or Strata Committee member to carry out a final inspection of the Common Property.

24.3 When Can You Move an Item

24.3.1 An Item may only be transported during the period reserved for the use of the lift.

24.3.2 An Item may not be transported:

(a) on weekends or public holidays;

(b) between the hours of 2.00pm – 2.30pm or such other hours as the building cleaners may from time to time use the lifts, unless prior arrangements are made between the Owner or Occupier and the administrative office.

24.3.3 Only Lift No. 1 may be used for the purpose of transporting an Item except in circumstances where lift No. 1 is not operational.

24.4 Restricted Access to the Building

24.4.1 Access to the building for the purpose of transporting an Item must be gained solely through the fire exit door and not via the main front foyer unless an item is too large to fit through the fire exit door, in which event, consent must be obtained from the office manager or building supervisor or any person nominated from time to time by the Strata Committee.

24.4.2 The Owner or Occupier must take all reasonable steps to ensure that the fire exit door:

- (a) remains closed at all times while transporting an Item except when gaining entry to or exiting from the building, and;
- (b) is not blocked or held open by means of any obstructing object.

24.5 Protection of the Lift

24.5.1 The Owner or Occupier must ensure that protective lift curtains are in place prior to using the lift for the purpose of transporting an Item.

24.6 Bond

6.1 If the Owner or Occupier damages the Common Property whilst transporting an Item the Owners Corporation shall be entitled to deduct from the bond, or to apply the bond or any part of it towards the satisfaction of, any loss or damage suffered by the Owners Corporation as a result of the damage provided that such deduction or application shall not prejudice any right or remedy of the Owners Corporation in respect of the damage.

24.6.2 The Owners Corporation must refund the bond, or the remaining balance of the bond, after the final inspection provided the final inspection is satisfactory.

24.7 *By-Law 13 Moving Furniture Etc., on, or Through Common Property is hereby repealed.*

24.8 Moving In

24.8.1 Before any person takes occupancy in the strata scheme, they must first give 3 days' notice of their intention to do so to the office manager, building supervisor, or any other person nominated from time to time by the Strata Committee.

24.8.2 At that time the office manager will ensure that the person is provided with electronic access to the building and any other applicable parts of the strata scheme.

24.8.3 The person taking occupancy in the strata scheme will be provided with a copy of the By-Laws of the strata scheme current at that time, for which they must sign an acknowledgement of receipt and an acknowledgement that they understand they are obliged to obey those By-Laws.

24.8.4 In the event that a person takes up occupancy in the strata scheme in breach of this By-Law, the Owners Corporation may at any time thereafter remove their electronic access to any part of the strata scheme and the occupier will not be entitled to regain electronic access until the occupier has complied with the By-Law.

24.9 Moving Out

24.9.1 Before any person ceases occupancy in the strata scheme, they must first give 3 days' notice of their intention to do so to the office manager, building supervisor, or any other person nominated from time to time by the Strata Committee. If they are not obliged at that time to pay a bond pursuant to clause 24.2.1(b) they deliver to the administration office a bond in the form of cash, card or cheque payable to *The Owners SP4680* in the sum of \$1000.00, or for such other amount as may be determined from time to time by the Strata Committee.

24.9.2 Upon ceasing occupancy they must deliver to the office manager or building supervisor, or any other person nominated from time to time by the Strata Committee, all electronic access equipment issued to them together with their name and forwarding address.

24.9.3 In the event that any person fails to deliver in accordance with clause 24.9.2, all electronic access equipment issued to them, then the Owners Corporation may deduct from any bond which it holds, either pursuant to clause 24.2.1(b) or 24.9.1., the cost to Owners Corporation of decommissioning the unreturned equipment and obtaining replacement equipment.

24.9.4 The Owners Corporation is under no obligation to refund a bond held under clause 24.9.1 until it is provided with the forwarding address of the party to whom any refund is to be delivered and then it will account for any refund of bond to that address.

25. Renovations

25.1 Definitions and Interpretations

25.1.1 This By-Law is to be read in conjunction with and in addition to other By-Laws for the strata scheme which are applicable to renovations within the building.

25.1.2 In This By-Law:

'Renovations' means alterations, additions or renovations carried out within the building other than those of a minor nature including, but without limiting the generality of the foregoing:

- (a) the installation or removal of a wall, floor or ceiling or a significant part of a wall, floor or ceiling or other structure, and;
- (b) plumbing and electrical works which mark, damage or deface any wall, floor ceiling or other structure.

25.2 Renovations – What You Need To Do

25.2.1 Prior to carrying out any Renovations, the Owner of a Lot must give to the Owners Corporation a written notice specifying:

- (a) the date on which the owner intends to commence the Renovations; and
- (b) the anticipated date of completion of the Renovations.

25.2.2 Renovations must not commence until such time as the Owners Corporation has given to the Owner its written approval to the Renovations. Any approval given by the Owners Corporation may contain such terms and conditions as the Owners Corporation, acting reasonably, may decide to impose upon the Renovations or which are provided for in the By-Laws for the strata scheme.

25.2.3 Upon completion of any Renovations, the Owner of a Lot must give to the Owners Corporation a written notice advising that the Renovations have been completed.

25.2.4 When giving approval the Owners Corporation may specify a date for commencement of the Renovations and a date for completion of the Renovations and this shall be the period in which the Owner of the Lot is authorised to conduct the Renovations. The approval expires on any date shown for completion of the Renovations or the date on which the Owner of the Lot gives to the Owners Corporation a written notice advising that the Renovations have been completed, whichever is the earlier. Thereafter the Owner of the Lot must seek a further approval before carrying out any further renovation works.

25.2.5 If an approval is given to the Owner of a Lot which does not specify a date for completion of the Renovations, the Owners Corporation may, by written notice to the Owner, specify a date by which the Renovations must be completed and that date shall be deemed to have been included in the original written approval.

25.3 Simultaneous Renovations

25.3.1 The Owners Corporation will not give approval to the carrying out of any Renovations during any period of time in respect of which there are five prior unexpired approvals or such other number as the Strata Committee may from time to time approve. No decision to alter the number of approvals will operate to invalidate any pre-existing approvals, which will continue to be valid subject to the terms on which they were granted.

25.3.2 The Owners Corporation may extend the date for completion of any Renovations which it has given provided that the extension does not conflict with the provisions of this clause.

25.4 Suspension of Renovations During Lift Servicing

24.4.1 No Renovations may be carried out whilst one or more of the lifts in the building are being serviced, repaired, replaced or upgraded without the written approval of the Owners Corporation.

26. Keeping of animals

26.1. Subject to section 49 (4) of the *Strata Schemes Management Act 1996*, an Owner or Occupier of a residential Lot must not keep any animal on the Lot or Common Property.

26.2. By-Law 16 *Keeping of Animals*, is repealed.

27. Removal of rubbish

27.1. For the purpose of this By-Law chattel shall mean boxes, rubbish or any other goods but shall not mean any boat, trailer, motor vehicle, bicycle or other thing used for the purpose of transportation.

27.2. No chattel shall be stored in any open car parking space which comprises a part of a Lot so as to be visible from outside that car parking space, without the written consent of the Owners Corporation.

27.3. The Owners Corporation may by notice in writing to any Owner or Occupier of a Lot demand the removal within 30 days of any chattel placed in contravention of this By-Law.

27.4. If the Owner or Occupier of a Lot fails to comply with a demand to remove chattels issued under this By-Law, the Owners Corporation is thereafter authorised to take the chattels, remove them from any Lot and place them in a secure storage facility. Upon doing so the Owners Corporation must notify the Owner and any Occupier of the Lot from which the chattels were removed, that the Owners Corporation has done so and the arrangements which can be made to collect the goods including the payment of any money due under this By-Law to the Owners Corporation.

27.5. The cost to the Owners Corporation of removing and storing any chattel pursuant to this By-Law shall be a debt due by the Owner of the Lot from which the chattels were removed to the Owners Corporation. The Owners Corporation may recover any such debt due to it, together with interest on that amount calculated at the same rate as is prescribed for unpaid contributions from the date on which the debt or any part thereof, became due, together with the expenses of the Owners Corporation incurred in recovering that amount.

27.6. The Owners Corporation may record any costs it is entitled to recover from the Owner of the Lot from which the chattels were removed as a debt under this By-Law on:

- (a) the account kept by the Owner with the Owners Corporation;
- (b) levy notices sent by the Owners Corporation to the Owner; and
- (c) certificates issued by the Owners Corporation under section 109 of the *Strata Schemes Management Act 1996*.

27.7. If a person becomes the owner of a lot at a time when, under this By-Law, a former owner is liable to pay money to the Owners Corporation as a debt, the person who becomes owner is jointly and severally liable with the former owner to pay the money to the Owners Corporation.

28. Balcony door glazing

28.1 No Owner will make any claim upon the insurances of the Owners Corporation in respect of the repair or replacement of balcony door glazing.

29. Unit aerial points

29.1 An Owner, for the time being, of any Lot may install within their Lot a unit TV aerial point and connect that point to the aerial backbone installed within the Common Property of the strata scheme for the purposes of television reception together with all wiring and such other things incidental and ancillary to the installation of such a point (*'the installation'*) subject to the following provision of this By-Law.

29.2 The installation must only be performed by a trades-person approved in writing by the Owners Corporation; such approval to be obtained by the Owner before the installation is carried out. In the absence of compliance by the Owner with this condition, the Owners Corporation may require or undertake removal of the installation and the making good of the Common Property at the cost of the Owner.

29.3 The installation must be performed in a proper and workmanlike manner utilising only first quality materials, which are good and suitable for the purpose for which they are used.

29.4 The Owner must comply with all statutes, By-Laws, regulations, and rules and other laws for the time being in force and which are applicable to the installation.

29.5 The Owner is responsible for the payment of all costs associated with the installation.

29.6 Immediately upon completion of the installation the Owner shall be responsible for the restoration of all other parts of the Common Property affected by the installation as nearly as possible to the state which they were in immediately prior to the commencement of the installation and furthermore, the Owner will, at the Owners expense, make good any damage to the Common Property caused as a result of the installation no matter when such damage may become evident.

29.7 After completion of the installation the Owner will, at the Owners expense, properly maintain all things installed by the Owner and keep them in a reasonable state of good and serviceable repair and where necessary, or whenever the Owners Corporation may reasonably require, renew or replace any fixtures or fittings comprised in the installation, including any parts which may be located in or about the Common Property.

Special By-Law 30. Flooring

30.1 An Owner or Occupier 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.

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

Special By-Law 31. Installation of new flooring

31.1 An Owner of a Lot must not alter or allow an Occupier of a Lot to alter the floor surface of the Lot without the approval in writing of the Owners Corporation.

31.2 An Owner must not change an existing floor covering so as to increase the transmission of noise from the Lot to other Lots or Common Property.

31.3 An Owner of a Lot who wishes to alter the covering of the floor surface in that Owner's Lot must apply in writing to the Owners Corporation for approval.

31.4 If the proposal is for changes to the floor coverings which involve any change in the nature of existing floor coverings, and in particular if the owner proposes to install any flooring which incorporates a hard surface such as a 'floating' floor, a polished wooden floor, a parquet floor or a tiled floor, the Owner shall, at the Owner's cost, provide to the Owners Corporation specifications of the proposed flooring accompanied by an opinion on that proposal from a qualified acoustic consultant.

31.5 The Strata Committee may not unreasonably refuse an application made under this By-Law. A refusal will not be unreasonable if a report from the acoustic consultant concludes that the proposed floor covering will result in an increase in noise transmission from the Owner's Lot to the Common Property or other Lots.

31.6 The approval may include a requirement that a noise transmission test be carried out on the Owner's Lot, at the Owner's cost, prior to installation of the new floor covering, and a further such noise transmission test be carried out after installation of the new floor covering.

31.7 The approval may include a requirement that the Owner consent to the making and registration, at the Owner's cost, of a By-Law pursuant to section 52 of the *Strata Schemes Management Act 1996*.

31.8 The Owner must ensure that any new floor coverings or surfaces of the lot have an acoustic rating that is better than or equal to a LnTw of 40 (plus or minus five (5) percent).

31.9 The Owner must also ensure that immediately after completion of the installation of the new floor coverings or surfaces the Owner, at the Owner's cost, obtains and promptly gives the Owners Corporation a copy of a report from a qualified acoustic consultant or engineer nominated by the strata committee containing an opinion on the acoustic rating of the new floor coverings or surfaces (*report*).

31.10 If the report indicates that the acoustic rating of the new floor coverings or surfaces in the lot is not better than or equal to a LnTw of 40 (plus or minus five (5) percent), the Owner must, at the Owner's cost, promptly remove the new floor coverings or surfaces and install carpet in their place and notify the strata committee once that has been done.

31.11 Despite any other provision of this or any other By-Law, an Owner or Occupier of a lot must not install or lay in a bedroom any hard floor coverings including any of the types specified in clause 4 of this By-Law.

Special By-Law 32. Breach of By-Law – Recovery of Expenses

32.1 The Owners Corporation is entitled to recover from an Owner or Occupier as a debt all expenses incurred by the Owners Corporation arising out of a breach of a By-Law by the Owner or Occupier, including:

- (a) the costs of preparation and dispatch of all correspondence entered into by the Owners Corporation, its servants and agents in relation to the breach of the By-Law, including but not limited to letters, emails, faxes and notices to comply;
- (b) any fees or disbursements charged by a managing agent for dealing with the breach, including costs of preparing and dispatching correspondence, costs of other methods of communication and costs of arranging temporary or permanent rectification of the breach;
- (c) all costs of goods or services acquired by or on behalf of the Owners Corporation so as to rectify on a temporary or permanent basis the breach of the By-Law;
- (d) the costs and disbursement of any solicitor or barrister retained by the Owners Corporation about the breach of the By-Law.

32.2 Any such expenses shall become due and payable within 21 days of the Owners Corporation serving on the Owner or Occupier a written request from the Owners Corporation for those expenses.

32.3 A written request for payment under clause 2 shall be accompanied by a copy of the relevant invoice for the expenses incurred about the breach of By-Law.

32.4 The Owners Corporation may record any costs or expenses it is entitled to recover from an Owner as a debt under this By-Law on:

- (a) the account kept by the Owner with the Owners Corporation;
- (b) levy notices sent by the Owners Corporation to the Owner; and

(c) certificates issued by the Owners Corporation under section 109 of the Strata Schemes Management Act 1996.

32.5 If a person becomes the owner of a lot at a time when, under this By-Law, a former owner is liable to pay money to the Owners Corporation as a debt, the person who becomes owner is jointly and severally liable with the former owner to pay the money to the Owners Corporation.

Special By-Law 33. Parking on special events

33.1 The Owners Corporation may permit owners, occupiers and their invitees to park on common property during any special event as determined from time to time by the Strata Committee, subject to this By-Law.

33.2 Owners and their invitees may only park on Common Property on Special Events if permission has been granted by the Owners Corporation in accordance with this By-Law.

33.3 The Owners Corporation may make permission for parking conditional upon paying a fee for parking, in order to compensate the Owners Corporation for the costs of administering and supervising parking on Special Events. The amount of the fee will be decided by the Strata Committee based on the cost of so administering and supervising parking.

33.4 The Owners Corporation must issue a written receipt for the payment of the parking fee, together with a written authorisation to park, in respect of each vehicle permitted.

33.5 The Owners Corporation may require that the authorisation for parking be displayed on a vehicle in respect of which permission has been granted.

33.6 The Owners Corporation, its servants and agents may issue directions to Occupiers and their invitees about the period during which they may park vehicles, the places in which vehicles may park, and any other matters relating to the parking of vehicles on Special Events. Occupiers must comply with those directions and must ensure that their invitees comply with those directions.

Special By-Law 34. Damage to Common Property

34.1 Prohibition on Causing Damage to Common Property

34.1.1 No Owner or Occupier or their invitee is to cause damage to the Common Property of the strata scheme without the written consent of the Owners Corporation.

34.1.2 The Owner and the Occupier are jointly and severally liable to the Owners Corporation for the cost of the repair of any damage caused in breach of this By-Law by the Owner, the Occupier, the Owner's invitee or the Occupier's invitee.

34.2 Definitions

34.2.1 In this By-Law:

'Common property' means the Common Property of the strata scheme.

'Invitee' means any person invited onto the strata scheme by an Owner or Occupier including, but without limiting the generality of the foregoing, any one visiting a Lot or Common Property occupied by an Owner or Occupier or anyone contracted to perform works or provide services to a Lot or Common Property occupied by an Owner or Occupier.

'Occupier' means an Occupier of a Lot or Common Property within the strata scheme including, but without limiting the generality of the foregoing, any Lessee, Sub-lessee, Licensee or Sub-licensee.

'Owner' means the Owner of a Lot within the strata scheme.

'Strata scheme' means the land from time to time comprising the Lots and Common Property of the strata plan in respect of which this By-Law is registered.

34.2.2 In this By-Law:

(a) headings have been inserted for guidance only and do not affect the interpretation of this By-Law;

(b) references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all By-Laws, ordinances, proclamations, regulations, rules and other authorities made under them;

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

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

(e) where any decision needs to be made by the Owners Corporation that decision may be made by the Strata Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided on only by the Owners Corporation in general meeting.

34.3 Consequences Of A Breach

34.3.1 In the event that a breach of this By-Law occurs and the Owners Corporation repairs the Common Property damaged as a result of that breach then:

34.3.1.1 the Owners Corporation may serve on the Owner or Occupier liable to it pursuant to the By-Law, a notice specifying the amount which the Owners Corporation has paid or is liable to pay for the repair of the damage. The notice must have attached to it copies of invoices or other documents identifying the repair work undertaken and setting out the amount which the Owners Corporation has paid or is liable to pay for the repair work;

34.3.1.2 the notice referred to in this clause is to be served, in the case of an Owner, by forwarding it by ordinary pre-paid post to the address for service for the Owner noted on the strata roll and in the case of an Occupier, by delivering it to the post box located on the strata scheme for the Lot which is occupied by the Occupier;

34.3.1.3 the Owner or Occupier is to pay the amount specified in the notice to the Owners Corporation within 21 days after the date of service of the notice;

34.3.1.4 the notice is prima facie evidence of the repair of damage caused in breach of this By-Law by the Owners Corporation and the cost to the Owners Corporation of that repair.

34.4 Recovery

34.4.1 The Owners Corporation may recover as a debt any amount notified to an Owner or Occupier as due under the terms of this By-Law and which remains unpaid more than 21 days after the notice has been served on the Owner or Occupier together with interest on that amount calculated from the day on which the notice was sent at the same rate as is applicable to outstanding contributions.

34.5 Expenses

34.5.1 The Owners Corporation may recover all of its expenses, of any type whatsoever, incurred in the recovery of any debt due under this By-Law from any person liable for that debt on an indemnity basis including, but without limiting the generality of the foregoing, all amounts payable by the Owners Corporation to any strata managing agent, including the cost of issuing an invoice for the debt and all legal costs incurred in connection with the recovery of the debt.

34.5.2 The Owners Corporation will also be entitled to recover as a debt due by a person liable to make any payment under this By-Law, the expenses of recovering any expenses for which that person is liable under this By-Law.

34.5.3 Either the Strata Committee or the managing agent of the Owners Corporation is authorised to take all steps to recover any amount due as a debt to the Owners Corporation

pursuant to this By-Law including, but without limiting the generality of the foregoing, instructing a solicitor.

34.5.4 The Owners Corporation is entitled to recover expenses under this By-Law in either the same action or a separate action from the one in which it seeks to recover any other amount due under this By-Law.

34.6 The Liability Of The Owner Or Occupier Under This By-Law

34.6.1 Payment by the Owner or Occupier of money due to the Owners Corporation under this By-Law does not affect the liability of that Owner or Occupier for any damages to which the Owners Corporation may otherwise be entitled at law in excess of the amount paid by the Owner or Occupier to the Owners Corporation.

34.6.2 The Owners Corporation may record any costs, expenses, interest or other amount it is entitled to recover from an Owner as a debt under this By-Law on:

- (a) the account kept by the Owner with the Owners Corporation;
- (b) levy notices sent by the Owners Corporation to the Owner; and
- (c) certificates issued by the Owners Corporation under section 109 of the *Strata Schemes Management Act 1996* in respect of the Owner's lot.

34.6.3 If a person becomes the owner of a lot at a time when, under this By-Law, a former owner is liable to pay money to the Owners Corporation as a debt, the person who becomes owner is jointly and severally liable with the former owner to pay the money to the Owners Corporation.

Special By-Law 35. Definitions (repealed and replaced 3 May 2017)

In these By-Laws:

Authorised Users means the representatives, contractors, agents, employees, licensees, clients, customers, guests, visitors or invitees of an owner or occupier of a lot..

Building means the structure known as Ranelagh built on the property situated at and known as 3 Darling Point Road, Darling Point.

Intercom System means any System for communication between parts of the Common Property (including the entrances to the Building) and individual Lots.

Reception Area means that area located on the Ground Floor of the Building as shown in the Strata Plan including the foyer, entrance-way and hallways.

Recreation Facilities means the swimming pools, sauna and the gymnasium located on the Common Property and includes (but is not limited to) all gymnasium equipment, equipment used to operate and maintain the swimming pool and sauna, swimming pool furniture, change rooms and the Common Property immediately surrounding the swimming pool, sauna and gymnasium.

Rules means the rules created in accordance with By-Law 42 as may be added to or varied by the Strata Committee from time to time.

Security System means any system designed to promote security within the Building, including any audio surveillance devices, visual security cameras and other audio/visual surveillance equipment.

Storage Area means any area that is designated on the Strata Plan as a storage area including designated storage areas that form part of a Lot and any area of Common Property in respect of which the Owners Corporation has granted to a Lot Owner a right to the exclusive use and enjoyment for the purpose of storage.

Special By-Law 36. Minor Renovations (repealed and replaced 3 May 2017)

36.1 Introduction

This by-law permits the Strata Committee to approve of minor renovations.

36.2 Definitions

In this by-law:

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

"minor renovations" means the minor renovations specified in section 110 of the Act and clause 28 of the Regulation, namely any work done by an owner to the common property in connection with the owner's lot for the following purposes:

- (a) renovating a kitchen;
- (b) changing recessed light fittings;
- (c) installing or replacing wood or other hard floors;
- (d) installing or replacing wiring or cabling or power or access points;
- (e) work involving reconfiguring walls;
- (f) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
- (g) installing a rain water tank;
- (h) installing a clothes line;
- (i) installing a reverse cycle split system air conditioner;
- (j) installing double or triple glazed windows;
- (k) installing a heat pump;
- (l) installing ceiling insulation.

"Regulation" means the *Strata Schemes Management Regulation 2016*.

36.3 Strata Committee Approval

The owners corporation delegates to the Strata Committee its functions under section 110 of the Act to enable the Strata Committee to approve of minor renovations.

36.4 Rules for Minor Renovations

The owner of a lot must comply with the rules for minor renovations prescribed in section 110 of the Act.

36.5 Limits on Minor Renovations

Despite any other provision of this by-law, minor renovations cannot be any of the work specified in section 110(7) of the Act, namely:

- (a) work that consists of cosmetic work for the purposes of section 109 of the Act;
- (b) work involving structural changes;
- (c) work that changes the external appearance of a lot, including the installation of an external access ramp;
- (d) work involving waterproofing;
- (e) work for which consent or another approval is required under any other Act;
- (f) work that is authorised by a by-law made under Part 6 of the Act or a common property rights by-law;
- (g) any other work prescribed by the Regulation for the purposes of sub-section 110(7) of the Act.

Special By-Law 37. (no registered By-Law)

Special By-Law 38. Service of Documents on Owner of Lot by Owners Corporation

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 39. Damage to Common Property

39.1 Introduction

39.1.1 This By-Law sets out conditions concerning damage to Common Property.

39.1.2 You must comply with this By-Law.

39.1.3 If you do not comply with this By-Law the Owners Corporation may recover costs from you as a liquidated damage.

39.2 Definitions and interpretation

39.2.1 In this By-Law:

'*Appliances*' means all appliances, devices and machines at a relevant Lot, including but not limited to hot water tanks, hot water heaters, dishwashers, baths and all electrical appliances, whether or not owned by an Owner or Occupier.

'*Common Property*' means the Common Property for the Strata Scheme.

'*Development Act*' means the Strata Schemes (Freehold Development) Act 1973.

'*Excess*' means any excess paid to the Owners Corporation's insurer on a claim under its insurance policy relating to damage caused to Common Property by an Owner's Appliance or by his or her Occupier's Appliance and includes any increase in insurance premiums payable by the Owners Corporation attributable to that damage.

'*Strata Committee*' means the Strata Committee of the Owners Corporation.

'*Lot*' means a Lot within the Strata Scheme.

'*Management Act*' means the *Strata Schemes Management Act 1996*.

'*Occupier*' means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees but does not include a tradesperson performing work, an invitee or a casual visitor to the strata scheme.

'*Owner*' means the owner of a Lot.

'*Owners Corporation*' means the Owners Corporation for the Strata Scheme.

'*Strata Legislation*' means the Development Act and the Management Act.

'*Strata Managing Agent*' means a strata managing agent appointed to the Strata Scheme pursuant to the Management Act.

'*Strata Plan*' means the strata plan for the Strata Scheme.

'*Strata Scheme*' means the strata scheme in respect of which this By-Law applies.

39.2.2 In this By-Law:

39.2.2.1 headings have been inserted for guidance only and do not affect the interpretation of this By-Law,

39.2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all By-Laws, ordinances, proclamations, regulations, rules and other authorities made under them,

39.2.2.3 words importing the singular number include the plural and vice versa,

39.2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,

39.2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

39.2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Strata Committee unless the decision would constitute a decision on any matter or type of matter that the Owner Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,

39.2.2.7 any expression used in this By-Law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this By-Law, and

39.2.2.8 if there is any inconsistency between this By-Law and any other By-Law applicable to the Strata Scheme, then the provision of this by-law will prevail to the extent of that inconsistency.

39.3 No Damage to Common Property

39.3.1 Every Owner must ensure that all of the Appliances in his or her Lot do not cause any damage to Common Property.

39.3.2 In addition to that obligation in clause 39.3.1, if an Owner's Lot is tenanted, the Owner must take all reasonable steps to ensure that no Appliances in that Lot under the control of any Occupier cause any damage to Common Property.

39.4 Consequences of a Breach

In the event that an Owner breaches clause 3 of this By-Law, the Owners Corporation may:

- (a) recover from that Owner the cost of repairing the damage caused to Common Property by any Appliances in the Owner's Lot; or
- (b) recover from the Owner any Excess relating to damage caused to Common Property by any Appliances in the Owner's Lot.

39.5 Invoicing

39.5.1 The Owners Corporation may issue an invoice to any Owner for any amount due under this By-Law. Where the Owner has notified the Owners Corporation of an address for service in accordance with the provisions of the Management Act, that invoice may be sent to that address.

39.5.2 Any debt which arises pursuant to this By-Law is due and owing to the Owners Corporation whether or not an invoice is served on the person liable for payment.

39.6 Interest

39.6.1 Any amount due to be paid to the Owners Corporation pursuant to this By-Law will, if not paid at the end of one (1) month after an invoice has been issued in relation to that debt, bear simple interest at the annual rate set by the Management Act with respect to outstanding contributions.

39.6.2 The Owners Corporation may recover as a debt interest calculated in accordance with clause 6(a).

39.7 Recovery of Expenses

39.7.1 The Owners Corporation may recover all of its expenses, of any type whatsoever, incurred in the recovery of any debt (and interest) due under this By-Law from any person liable for that debt (and interest) on an indemnity basis including but not limited to:

- (a) all amounts payable by the Owners Corporation to the Strata Managing Agent;
- (b) the cost of issuing an invoice for the debt; and
- (c) all legal costs incurred in connection with the recovery of the debt.

39.7.2 The Owners Corporation will also be entitled to recover as a debt due by a person liable to make any payment under this By-Law, the expenses of recovering any expenses for which that person is liable under this By-Law.

39.7.3 Any expense of the Owners Corporation which is recoverable pursuant to the By-Law will become due and payable at such time as the Owners Corporation becomes liable to pay the expense.

39.7.4 Any invoice issued by the Owners Corporation or the Strata Managing Agent stating the amount recoverable by the Owners Corporation as a debt from the Owner or Occupier and the amount of interest due thereon, will be prima facie evidence of the matters set out in that invoice.

39.7.5 The Owners Corporation is entitled to recover expenses under this By-Law in either the same action or a separate action from the one in which it seeks to recover any other amount due under this By-Law.

38.8. The Owners Corporation may record any costs, expenses, interest or other amount it is entitled to recover from an Owner as a debt under this By-Law on:

- (a) the account kept by the Owner with the Owners Corporation;
- (b) levy notices sent by the Owners Corporation to the Owner; and
- (c) certificates issued by the Owners Corporation under section 109 of the *Strata Schemes Management Act 1996*.

39.9. If a person becomes the owner of a lot at a time when, under this By-Law, a former owner is liable to pay money to the Owners Corporation as a debt, the person who becomes owner is jointly and severally liable with the former owner to pay the money to the Owners Corporation.

39.10 For the avoidance of doubt, the Owners Corporation may recover the costs and Excess referred to in clauses 4(a) and (b) of this By-Law as a debt from the Owner concerned.

Special By-Law 40. BigAir

The Owners Corporation will have the following functions, in addition to those conferred or imposed on it by the *Strata Schemes Management Act 1996* or any other Act:

40.1 The power and the authority to allow BigAir Group Limited or any other licensee under the *Telecommunications Act 1997* to use the common property for the purpose of constructing, maintaining and operating a telecommunications network and telecommunications service and purposes incidental thereto.

40.2 The power and authority to enter into a licence agreement for this purpose with BigAir Group Limited on the terms set out in the licence agreement tabled at the meeting at which this By-Law is made, or on such other or additional terms as may be agreed between BigAir Group Limited and the Owners Corporation.

Special By-Law 41. Prohibiting Illegal Uses (including Unlawful Short Term Accommodation)

41.1 Introduction

41.1.1 This By-Law prohibits you from using your lot, or allowing your lot to be used, for an illegal purpose including unlawful short term accommodation.

41.1.2 You must comply with this By-Law.

41.1.3 If you do not comply with this By-Law the owners corporation may take action against you.

41.1.4 This may result in an order being made restraining you from using your lot, or allowing your lot to be used, in a manner prohibited by this By-Law and a monetary penalty being imposed on you.

41.2 Definitions

In this By-Law:

“Council” means Woollahra Municipal Council including any successor;

“LEP” means the *Woollahra Local Environmental Plan 2014* including any amendment of it and any planning instrument replacing it;

“Lot” means a lot in the strata scheme;

“Permissible short term accommodation” means occupation of a lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is permissible with the consent of the Council under the LEP;

“Prohibited short term accommodation” means occupation of a lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is prohibited under the LEP;

“Strata scheme” means the strata scheme based on Strata Plan No. 4680;

“Unlawful short term accommodation” means permissible short term accommodation without the consent of the Council and prohibited short term accommodation; and

“You” means an owner, occupier or lessee of a lot.

41.3 Prohibiting Illegal Uses

You must ensure that your lot is not used for any purpose that is prohibited by law or the LEP or that requires approval or authorisation of an authority including the Council or under any law or the LEP without that approval or authorisation.

41.4 Use of Lots as Domiciles

You must ensure that your lot is only used as a permanent dwelling or domicile unless you are lawfully able to use your lot for another purpose, or you obtain Council approval to use your lot for another purpose, in which case you may use your lot for that other purpose.

41.5 Prohibiting Unlawful Short Term Accommodation

41.5.1 You must not use your lot, or allow your lot to be used, for unlawful short term accommodation.

41.5.2 You must take all reasonable steps to ensure that your lot is not used for unlawful short term accommodation.

41.6 Prohibiting Advertising of Illegal Uses

You must ensure that your lot is not advertised or promoted including on Airbnb for any use which is prohibited by this By-Law.

41.7 Restriction on Occupancy Numbers

You must ensure that your lot is not occupied by more persons than are allowed by law to occupy the lot.

Special By-Law 42. Rules (added 3 May 2017)

42.1 The Strata Committee may make Rules about the security, administration, control, management, operation, use and enjoyment of the Building. Rules must be consistent with the By-Laws and the Act.

42.2 The Strata Committee may add to or change the Rules at any time.

42.3 An Owner or Occupier of a Lot must comply with the Rules.

42.4 If a Rule is inconsistent with a By-Law or the Act, the By-Law or Act prevails to the extent of the inconsistency.

- 42.5 Any Owner or Occupier of a Lot may obtain a copy of the current Rules on reasonable notice from the Building Manager or the Strata Manager.

Special By-Law 43. Car Space Storage Units (added 3 May 2017)

Definitions

In this By-Law:

Approved type means a galvanised steel storage unit such as the 'Space Commander', 'The Box Thing' or similar type of storage unit approved by the Strata Committee from time to time generally or following a specific request for approval.

Car space means any car space comprised in a Lot or forming part of a Lot.

Installed & installation mean the installation of storage unit.

Storage unit means a storage unit of an approved type.

- 43.1 An owner or occupier of a Lot must not install or permit the installation of a storage unit in a car space except in compliance with the following conditions:
- (a) A storage unit must be of an approved type. If a proposed storage unit is not of the approved type the owner or occupier must obtain written approval from the Strata Committee to the type and style of the storage unit.
 - (b) An occupier of a Lot must have written approval from the owner of the Lot to the installation of a storage unit (and produce such approval if required by the Strata Committee).
 - (c) A storage unit must not be installed in a way that impedes the functioning of any ventilation or fire safety equipment or blocks necessary access to any common service such as plumbing, wiring or the like.
 - (d) No storage unit shall encroach upon another Lot.
 - (e) A storage unit must sit on the surface of the floor slab of a car space forming part of the common property. Affixing to or penetrating the slab or walls by bolts, screws and the like is not permitted.
 - (f) A storage unit must not be installed in any location except in a car space of the owner or occupier of the lot.
- 43.2 An owner or occupier of a lot must comply with the conditions contained in this By-Law, the terms of registered By-Laws 17 (Appearance of Lot) & 12 (Storage of inflammable liquids and other substances and materials) and the terms of any further approval given by the Strata Committee to the installation or keeping of any storage unit.
- 43.3 The owner or occupier of a lot must maintain the storage unit in a state of good and serviceable repair and appearance and must renew or replace it whenever necessary.
- 43.4 The owner or occupier of a lot, at the owner's own cost, must repair any damage to the common property or the property of the owner or occupier of another Lot, occurring in the installation, maintenance, replacement, repair or renewal of the storage unit.
- 43.5 If the Owners Corporation requires access to any area of common property adjacent to where a storage unit is located to perform its statutory duties, then the owner or occupier of the Lot must, if requested, remove and replace the storage unit at his or her cost to enable the Owners Corporation to carry out such work.
- 43.6 The owner or occupier of a lot must indemnify the Owners Corporation and the owners and occupiers of other lots against any liability or expense that would not have been incurred if their storage unit had not been installed.
- 43.7 The Owners Corporation may by notice in writing to any Owner or Occupier of a Lot demand the removal within 30 days of a storage unit placed in contravention of this By-Law.
- 43.8 In the event that an Owner or Occupier does not comply with this notice, the Owners Corporation may remove the storage unit and recover its expenses in accordance with By-Law 32.