

28 March 2024

Strata Plan 22906 - Strata
By-Laws – The Watertower,
1 Marian St, Redfern

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1 Notices, Consents, Complaints, Rules and Policies

1.1 Notices

- (a) Any notice, demand, approval, request, or communication under this instrument must be in writing.
- (b) For the avoidance of doubt, the Owners Corporation may serve notices under this instrument or under the Strata Schemes Management Act (NSW) 2015 (to the extent permitted by the Strata Schemes Management Act (NSW) 2015) by email or other electronic means of communication.

1.2 Consents by the Owners Corporation

- (a) Consent by the Owners Corporation may be given on conditions, and the Owner obtaining the consent must comply with those conditions.
- (b) The Owners Corporation may revoke its consent (acting reasonably) at its discretion.
- (c) The operation of By-Law 1.2 is subject to specific rights conferred under any other By-Law.

1.3 Applications and complaints

An Owner or Occupier must make any application or complaint to the Owners Corporation in writing and address it to the Secretary.

1.4 Owners Corporation may make Rules and Policies

- (a) In addition to its powers under the Strata Schemes Management Act (NSW) 2015 and under other By-Laws, the Owners Corporation has the power under By-Law 1.4 to make rules and policies about the control, management, operation, use and enjoyment of the Building generally and Common Property or a part of it.
- (b) The Owners Corporation may vary Rules and Policies at any time.
- (c) If a Rule or Policy is inconsistent with the Strata Schemes Management Act (NSW) 2015, any By-Law or a requirement of an Authority, the Strata Schemes Management Act (NSW) 2015, the By-Law or the requirement of an Authority prevails to the extent of the inconsistency.
- (d) Rules and policies bind an Owner and Occupier and any visitor to the building.
- (e) Rules and policies are published on The Watertower website.

1.5 Notice Board

The Owners Corporation must provide a notice board to be affixed and visible adjacent to the lobby entrance of the common property.

2 Use of Lot

2.1 Residential use

- (a) An Owner or Occupier must notify the Owners Corporation if the Owner or Occupier changes the existing use of the Lot.
- (b) Without limiting clause (a), the following changes of use must be notified:
 - (1) A change 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);
- (c) The notice must be given in writing at least 21 days before the change occurs.
- (d) Nothing in this By-Law should be construed as authorising any Owner or Occupier of any Lot to change the use of their Lot. Any change of use of a Lot must be approved in writing by the Owners Corporation, City of Sydney Council, where applicable, and any other relevant Authority.

2.2 Restrictions on leasing and occupancy generally

- (a) The owner or occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law.
- (b) The owner or occupier of a Lot must ensure that more persons do not occupy the Lot than are allowed by law to occupy the Lot.

2.3 Use of car parking area

- (a) A Lot's car park area must be used only for:
 - (1) Parking a Vehicle related to residence in that Lot; or
 - (2) parking a Vehicle authorised by an occupant of that Lot, or
 - (3) used as an area for storage.
- (b) Bicycles must be parked in a bike rack provided by the Owners Corporation.
- (c) Motor scooters/cycles may only be parked in a common area within the car parking area, subject to approval by the Owners Corporation.
- (d) The washing of vehicles is prohibited in the car parking area.

2.4 Use of bicycle room

- (a) An occupant may park a bicycle in the bicycle room subject to application to and written approval by the Owners Corporation.

3 Standing and Parking vehicles

3.1 On Common Property

- (a) An Owner or Occupier must not stand or park any Vehicle on Common Property except with the prior approval of a Strata Committee member or the Building Manager.

4 Obstruction of Common Property

An owner or occupier of a Lot must not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis.

5 Plants on Common Property

5.1 Common Garden

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, damage any lawn, garden, tree, shrub, plant, or flower on Common Property.

5.2 Private Pot Plants

- (a) An Owner or Occupier may use a portion of the Common Property for their own purposes as a garden including placing private pot plants on Common Property, subject to:
 - (1) Obtaining prior approval of the Owners Corporation, and
 - (2) complying with the terms and conditions of the *Private Pot Plant* policy published on The Watertower website.
- (b) The Strata Committee reserves the right to remove any pot plant that is not approved or maintained by its owner in terms of the *Private Pot Plant policy* published on The Watertower website.

6 Damage to Common Property

6.1 Not to cause damage

- (a) An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, anything that forms part of Common Property except with the prior approval of the Owners Corporation.
- (b) An Owner or Occupier must immediately inform the Owners Corporation upon becoming aware of any material damage or a significant incident in the Premises or in the Common Property.

6.2 Security, decorations, painting etc.

Subject to By-Laws 6.3 and 6.3(b), this By-Law 6 does not prevent an Owner or person authorised by an Owner from:

- (a) Installing any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot;
- (b) installing any screen or other device to prevent entry of animals or insects on the Lot;
- (c) installing any structure or device to prevent harm to children within the Owner's Lot;
- (d) installing any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot; or
- (e) painting, staining, or polishing the internal surfaces of the walls in the Owner's Lot.

6.3 Security devices

- (a) 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.
- (b) By-Law 6.2 does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the Lot or to reduce the level of safety in the Lots or Common Property.

6.4 Owner to maintain and repair Common Property

The Owner of a Lot must:

- (a) Maintain and keep in a state of good and serviceable repair any locking or other safety device, screen, structure, or device referred to in By-Law 6.2 that forms part of Common Property and that services that Lot; and
- (b) repair any damage caused to any part of Common Property by the installation or removal of any locking or other safety device, screen, structure, or device referred to in By-Law 6.2 that forms part of Common Property and that services that Lot.

7 Behaviour of Owners and Occupiers

7.1 Noise

An Owner or Occupier of a Lot, and each Invitee of an Owner or Occupier of a Lot, must not create any noise on a Lot or the Common Property likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot or of any person lawfully using Common Property.

7.2 No offensive behaviour

While within the Building, an Owner or Occupier and each Invitee of an Owner or Occupier must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to another Owner or Occupier or to any other person lawfully in the Building or using Common Property.

7.3 No smoking

An Owner or Occupier of a Lot and each Invitee of an Owner or Occupier of a Lot must not:

- (a) Smoke tobacco or any other substance while on Common Property or on Car Park Lots;
- (b) drop, throw, or leave any refuse from smoking, including without limitation any butt or match on Common Property or on Car Park Lots; or
- (c) cause or allow smoke from tobacco or any other substance to enter the Common Property or another Lot.

7.4 Children

- (a) An Owner or Occupier must not permit any child under the age of 16 of whom the Owner or Occupier has control to be or remain on Common Property within the Building unless accompanied by an adult exercising effective control, including:
 - (1) The designated pool area unless under adult supervision;
 - (2) the car parking area;
 - (3) gym or sauna;
 - (4) Common Property walkways with balconies; or
 - (5) any other area of possible danger or hazard to children.

7.5 Swimming Pool and Pool Area

- (a) An Owner or Occupier, or any Invitee of an owner or occupier of a Lot, is not permitted to:
 - (1) Enter or allow use of the pool area outside 6am to 11pm Monday to Saturday and 8am to 11pm on Sundays and public holidays;
 - (2) engage or allow running or diving or bombing;
 - (3) create or allow any noise likely to interfere with the peaceful enjoyment of any other person;
 - (4) use or allow language or behaviour likely to cause offence or embarrassment to any other person;
 - (5) engage or allow behaviour likely to result in damage to Common Property or injury to oneself or any other person; or
 - (6) use or allow glasses or glass bottles in this area.
- (b) An Owner or Occupier of a Lot, or any Invitee of an owner or occupier of a Lot must:
 - (1) Minimise noise in the pool area and when walking to and from the amenities areas;
 - (2) be adequately clothed at all times;
 - (3) accompany and actively supervise children under the age of 16 years;
 - (4) return furniture to the correct position and leave the area clean and tidy;
 - (5) clean the BBQ after use; and
 - (6) comply with rules and use of the pool and the pool area as displayed in the pool area.

7.6 Gym and Sauna

- (a) An Owner or Occupier of a Lot, or any Invitee of an owner or occupier of a Lot is not permitted to:
 - (1) Enter or allow use of the gym outside of the hours 6am to 9pm Monday to Friday and 9am to 9pm Saturdays, Sundays, and Public Holidays;
 - (2) allow non-resident friends or relatives to use the gym/sauna facilities; or
 - (3) allow children under the age of 16 to use the gym/sauna facilities.
- (b) An Owner or Occupier of a Lot, or any invitee of an owner or occupier of a Lot must comply with the rules, conditions and use and care of the gym equipment as displayed in the gym and sauna areas.

8.1 Depositing waste and other material on Common Property

An Owner or Occupier must not deposit or throw on Common Property any waste, dirt, dust or other material or discarded item except with the prior approval of, or as directed by, the Owners Corporation.

8.2 Method of disposal

An Owner or Occupier must:

- (a) Comply with all requirements of the Owners Corporation or any Authority in respect of the disposal and recycling of waste;
- (b) drain and securely wrap all waste and place it in the appropriate receptacle in the garbage room;
- (c) safely and securely wrap all broken glass before placing it in the appropriate receptacle in the garbage room;
- (d) drain and clean bottles and make sure they are not broken before placing them in the appropriate receptacle in the garbage room;
- (e) separate the recyclables and leave recyclable garbage in the designated areas;
- (f) flatten cartons or boxes before placing in the appropriate receptacle;
- (g) consult the Building Manager, or where the Building Manager is unavailable, a member of the Strata Committee about the disposal of material or liquids that are poisonous or environmentally dangerous;
- (h) not leave waste on Common Property other than in the appropriate area in a garbage room or in the appropriate receptacle, and promptly remove anything which the Owner or Occupier may have spilled in the garbage room or receptacles and take such action as may be necessary to clean the area within which that thing was spilled; and
- (i) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

8.3 Waste associated with Major Works and Minor Works

Despite By-Law 8.2, the Owner or Occupier must:

- (a) Arrange for the removal of all waste associated with either Major Building Work or Minor Building Work, or both, and must not leave any waste associated with either Major Building Work or Minor Building Work, or both, in the Common Property, including the garbage room.
- (b) Comply with the terms and conditions of the *Renovations and Air-Conditioning Installation applications* policy published on The Watertower website.

9 Cleaning Windows and Doors

9.1 Cleaning of glass surfaces

Except in the circumstances referred to in By-Law 9.2, an Owner or Occupier of a Lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of their Lot, including so much as is Common Property, to ensure that the good appearance of the Building is maintained.

9.2 Owners Corporation obligations

The Owners Corporation is responsible for cleaning when it deems it necessary to do so all exterior surfaces of glass in windows that cannot be accessed by the Owner or Occupier of the Lot safely or at all.

9.3 Access

The Owners and Occupiers of a Lot must give the Owners Corporation, its agents, employees, and contractors access to the Lot for carrying out work under this By-Law. The Owners Corporation must, wherever reasonably possible give to the Occupiers of a Lot prior notice before entering the Lot (except in the case of an emergency when no notice is necessary).

10 Storage of Inflammable Liquids and Other Substances and Materials

10.1 Approval required if inflammable

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 chemical liquid or gas or other inflammable material.

10.2 Exceptions for domestic purposes

This By-Law does not apply to chemicals, liquids, gases, or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas, or other material in a fuel tank of a motor vehicle or internal combustion engine.

11 Moving Furniture and Other Objects on or through Common Property

11.1 Moving furniture and goods in and out

- (a) An owner, occupier, tenant, or agent must comply with the *Terms and Conditions of the Moving In / Out Policy* published on The Watertower website.
- (b) An owner, occupier, tenant, or agent may not move furniture and goods in and out through the foyer area using the front glass door entrance or the Marian Street car park entrance, unless prior approval from a member of the Strata Committee or the Building Manager has been obtained.

11.2 Damage liability

- (a) Owners, occupiers, tenants, or agents are liable for any damage caused to Common Property by themselves or by their contractors and removalists.
- (b) Where Common Property damage is subject to an Owners Corporation insurance claim, then the owner, occupier, tenant, or agent liable for such damage is liable for the non-claimable insurance excess amount.

12 Keeping of Animals

12.1 Keeping of Animals

An Owner or Occupier is permitted to keep the following within their Lot without prior approval of the Owners Corporation:

- (1) A maximum of two dogs;
- (2) A maximum of two cats;
- (3) A maximum of two caged birds; and
- (4) Fish in a secure aquarium.

12.2 Conditions for Keeping Animals

An Owner or Occupier that keeps an animal on their Lot:

- (a) Must ensure that the animal is at all times kept under control and usually within the confines of its Lot;
- (b) Must carry the animal when the animal is on any part of the Building other than its Lot or ensure that the animal is appropriately tethered and under their control;
- (c) Must not permit the animal to remain in any part of the Building other than its Lot except for the time necessary for the animal to transit directly between their Lot and the exterior of the Building;
- (d) Must not allow the animal to enter, or remain in, the swimming pool and garden area, or adjacent gym, sauna and bathroom, at any time;
- (e) Is liable to other Owners and Occupiers and to any person lawfully using Common Property for:
 - (1) any noise caused by the animal which is disturbing to an extent which is unreasonable; and
 - (2) damage to or loss of property or injury to any person caused by the animal;

- (f) Is responsible for promptly cleaning up after the animal if it has disturbed or soiled any part of the Building;
- (g) Must maintain the health and hygiene of the animal to prevent the spread of communicable diseases and pests to other animals and people in the Building; and
- (h) Must, if in the opinion of the Strata Committee (acting reasonably) the Owner or Occupier is not complying with By-Laws 12.1 and 12.2 and the Strata Committee so requires, permanently remove the animal from the Building.

12.3 Exceptions

This By-Law 12:

- (a) Applies to an Owner, Occupier, and visitors to the Building;
- (b) Does not allow a dog, that is prohibited under Section 55 of the Companion Animals Act (NSW)1988, (*Restricted Dog Law*) to be kept or brought into the Building.

13 Appearance of Lot

13.1 Externally visible items

- (a) An Owner or Occupier must not, except with the prior approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, when viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building.
- (b) Owners and Occupiers of terraces must not, except with the prior approval of the Owners Corporation and any relevant Authority, install umbrellas, shade structures or any other devices that protrude above the parapet.
- (c) An Owner or Occupier must not install any fixed or permanent awning or other sun or weather shading device to the exterior to the Lot.

13.2 Hanging of washing and other items

An Owner or Occupier must not hang any washing, towel, bedding, clothing, banner, sign, or other similar articles on:

- (a) Common Property;
- (b) Over balcony railings;
- (c) On any part of a Lot in such a way as to be visible for an extended period of time from the building or visible from recreational common areas.

13.3 Windows and glass doors

An Owner or Occupier must not, without the prior approval of the Owners Corporation, affix or permit the affixing of window tinting or other treatments to windows or glass doors on a Lot or on any balcony or terrace forming part of a Lot (this does not include any curtain, blind or shutter).

13.4 Balconies and terraces

An Owner or Occupier:

- (a) Must keep all internal gardens and balconies clean, tidy, and well maintained; and
- (b) must not place any item on the balcony or terrace that would pose a climbing hazard.

13.5 Transmission devices

An Owner or Occupier must not, except with the prior approval of the Owners Corporation and any relevant Authority, install in the Building any radio or television aerial, satellite or any receiving or transmitting device, security device or associated wires.

13.6 Electronic and Wireless Interference

An Owner or Occupier must not operate from the Building any radio, transmitter, receiver, telecommunications device, or electronic equipment that may interfere with any domestic appliance or apparatus lawfully in use in the Building.

14 Carrying out Cosmetic Work or Minor Renovations – Additional Provisions

14.1 Carrying out Cosmetic works (section 109)

Lot owners must comply with the Owners Corporation's *Renovation Works rules, policies, conditions, and procedures* published on The Watertower website.

14.2 Minor Renovations by Owners (section 110)

- (a) Owners Corporation approval is required, and the proposed works must comply with the Owners Corporation's *Renovation Works rules, policies, conditions, and procedures* published on The Watertower website
- (b) Additional work that is to be a minor renovation for this section shall include:
 - (1) Internal waterproofing within an owner's Lot.
 - (2) Internal sound proofing within an owner's Lot.
 - (3) Replacement of or re-configuration of ceilings and mezzanine floors within an owner's Lot, subject to:
 - i. no detrimental impact to the structural integrity of the Lot or adjoining Lots or Common Property, and
 - ii. compliance with relocation and/or installation requirements of automatic fire system sprinklers
 - (4) Replacement of, or reconfiguring of services including plumbing within an owner's Lot, subject to no detrimental impact to the safety or services to adjoining Lots or Common Property.

14.3 Strata Committee Delegation

The Owners Corporation delegates its functions under this section to the Strata Committee.

15 Advertising and Signs

15.1 Conditions

An Owner or Occupier must:

- (a) Not display, affix, or exhibit any sign that is visible from any Lot or the Common Property or from outside the Building.

15.2 Exceptions

- (a) Temporary free standing real estate *open for inspection or auction* signs.

16 Work, Health, and Safety

16.1 No hazard to be created

An Owner or Occupier of a Lot must not create any hazard that may breach work health and safety standards or cause a breach of such standards. This By-Law refers to Australian work health and safety standards or under the provisions of the *Work Health and Safety Act 2011* (NSW).

17 Security Keys, Remote Access Devices and Alarms

17.1 No interference

An Owner or Occupier must not:

- (a) Interfere with the security equipment and alarms installed by the Owners Corporation; or
- (b) do anything that might prejudice the security or safety of the Building or its occupants.

17.2 Owner and Occupier responsibilities

Each Owner and Occupier to whom a Security Key or a Remote Access Device is made available must:

- (a) Exercise a high degree of caution and responsibility in making Security Keys and remote devices available for use by other persons;
- (b) not duplicate or permit any Security Key to be duplicated;
- (c) not leave any security keys or Remote Access Devices in accessible areas (such as mail boxes);
- (d) take all reasonable steps to ensure that Security Keys and Remote Access Devices are not lost;
- (e) immediately notify the Owners Corporation if a Security Key or a Remote Access Device is lost, stolen or damaged; and
- (f) pay replacement costs to the Owners Corporation for any lost, stolen, or damaged Security Key or Remote Access Device.

17.3 Additional or replacement Security Keys and Remote Access Devices

- (a) An Owner or Occupier may obtain additional or replacement Security Keys and Remote Access Devices by contacting the Building Manager or, where the Building Manager is unavailable, a member of the Strata Committee.
- (b) The Owners Corporation may limit the number of Security Keys and Remote Access Devices that may be issued to an Owner or Occupier as determined by the Strata Committee from time to time.

18 Cost of Fire Services

An Owner or Occupier must reimburse the Owners Corporation for all costs (including any fees charged by an Authority or fire monitoring service) associated with a false alarm from a fire alarm system for the Building where the cause of the false alarm was due to an act or omission of that Owner or Occupier or their invitees.

19 Restricting Roof Access

19.1 Access to the roof of the Building

The Owners Corporation may prohibit access to the roof of the Building by any person (including an Owner or an Occupier) unless that person has the prior consent of the Building Manager or, where the Building Manager is not available, a member of the Strata Committee.

20 Common Property Rights By-Laws

20.1 Lot 6 - Window

Pursuant to Part 6 Division 1 sections 108 and 111, and Part 7 Division 3 of the Strata Schemes Management Act (NSW) 2015, a special By-Law be adopted by the Owners Corporation as follows:

The Owners of Lot 6 have a right of exclusive use and enjoyment of an external window forming part of the common property subject to the following:

- (a) All costs incurred by the Owners Corporation being borne by the Owners of Lot 6;
- (b) Approvals by the Council of a development application for the addition of an external window in the common wall adjoining common property as shown in Appendix A;
- (c) All work meeting standards specified and undertaken to the satisfaction of the Owners Corporation;
- (d) The Owners of Lot 6 satisfactorily maintaining such window as determined by the Owners Corporation.

20.2 Lot 37 - Windows

Pursuant to Part 6 Division 1 sections 108 and 111, and Part 7 Division 3 of the Strata Schemes Management Act (NSW) 2015, a special By-Law be adopted by the Owners Corporation as follows:

- (a) That two windows be installed in the common wall adjoining Lot 37 bathroom and entrance and the 2nd floor walkway having the same relative position, size, material, and colour as other external facing windows adjoining other Lots on the same level;
- (b) That the costs of supply, installation and any damage caused to Common Property during installation be the responsibility of the owner of Lot 37;
- (c) That the any costs of ongoing maintenance of the window frames, window panes and adhesion points be the responsibility of the owner of Lot 37;
- (d) That the right of exclusive use and enjoyment of the said windows be conferred upon the owner of Lot 37 in accordance with Drawing in Appendix B.

20.3 Lot 48 – Car Park Space

Pursuant to Part 6 Division 1 sections 108 and 111, and Part 7 Division 3 of the Strata Schemes Management Act (NSW) 2015, a special By-Law be adopted by the Owners Corporation as follows:

- (a) The Owners or Occupiers of Lot 48 are entitled to the exclusive use and enjoyment of the common area basement car space of approximately 14 square metres immediately north of car space Lot 35 and measuring approximately 5.4m east-west and 2.6m north-south, depicted and shown as “Space B” in Appendix C forming part of Strata Plan 22906, at no cost.
- (b) The Owners Corporation is entitled to the exclusive use and enjoyment of Lot 48 basement car space marked with the numbers “48”, depicted and shown as “Space A” in Appendix C forming part of Strata Plan 22906, at no cost.
- (c) The Owners of Lot 48 will be responsible for the maintenance and upkeep of the exclusive use common area car space shown as “Space B” in Appendix C forming part of Strata Plan 22906.
- (d) The Owners Corporation will be responsible for the maintenance and upkeep of Lot 48 car space shown as “Space A” in Appendix C forming part of Strata Plan 22906.
- (e) The total unit entitlement for Lot 48 of Strata Plan 22906 remains unchanged at 12.

20.4 Lot 62 – Front Door

Pursuant to Part 6 Division 1 sections 108 and 111, and Part 7 Division 3 of the Strata Schemes Management Act (NSW) 2015, a special By-Law be adopted by the Owners Corporation as follows:

- (a) That the existing front entrance door in the common wall adjoining Lot 62 and the common foyer on the 5th floor be moved approximately 1 meter to the west;
- (b) That the residual door space be bricked up with similar material and painted in the same colour as the adjoining brick work;
- (c) That the costs of all works including supply, installation, brick work, painting and any damage caused to Common Property during these works be the responsibility of the owner of Lot 62;
- (d) That any costs of ongoing and future maintenance of the moved door, door frame, hinges and adhesion points remain the responsibility of the Owners Corporation;
- (e) That the right of exclusive use and enjoyment of the moved door be conferred upon the owner of Lot 62 in accordance with Drawing in Appendix D.

20.5 Lot 62 – Bi-Fold Doors

Pursuant to Part 6 Division 1 sections 108 and 111, and Part 7 Division 3 of the Strata Schemes Management Act (NSW) 2015 and Council approval of a Development Application, a special By-Law be adopted by the Owners Corporation as follows:

- (a) That the existing fixed windows, frames and sliding glazed windows in the western wall dividing the living room and the balcony of Lot 62 be replaced by bi-fold door frames and window glazing;
- (b) That the existing dividing hob between the living room and the western wall remain in situ;
- (c) That the replacement bi-fold doors and glazing be in the same material and powder-coated colour as the existing window frames and windows;
- (d) That the works be contracted to the Owners Corporation's preferred supplier;
- (e) That the costs of all works including supply, installation, powder coating and any damage caused to Common Property during these works be the responsibility of the owner of Lot 62;
- (f) That any costs of ongoing maintenance of the replacement bi-fold doors, window glazing and repairs resulting from failure of the waterproofing of the bi-fold doors and window glazing be the responsibility of the owner of Lot 62;
- (g) That the right of exclusive use and enjoyment of the replacement bi-fold doors and window glazing be conferred upon the owner of Lot 62 in accordance with Drawing in Appendix E.

20.6 Lot 62 – Pergola

Pursuant to Part 6 Division 1 sections 108 and 111, and Part 7 Division 3 of the Strata Schemes Management Act (NSW) 2015 and Council approval of a Development Application, a special By-Law be adopted by the Owners Corporation as follows:

- (a) That a pergola frame and sun-roof be installed to cover the North-West balcony of Lot 62;
- (b) That the pergola frame and materials to be in keeping with the existing colour scheme of the building;
- (c) That the design be approved, & works be supervised, by the Owners Corporation's preferred supplier;
- (d) That the costs of all works including supply, installation, painting, and any damage caused to Common Property during these works be the responsibility of the owner of Lot 62;
- (e) That any costs of ongoing maintenance of the pergola and repairs resulting from failure of the surrounding building waterproofing adjoining the pergola be the responsibility of the owner of Lot 62;
- (f) That the right of exclusive use and enjoyment of the pergola be conferred upon the owner of Lot 62 in accordance with Drawing in Appendix F.

20.7 Lot 4 - Balcony

Pursuant to Part 6 Division 1 sections 108 and 111, and Part 7 Division 3 of the Strata Schemes Management Act (NSW) 2015, a special By-Law be adopted by the Owners Corporation as follows:

- (a) That the rear facing wall inclusive of sliding doors to the balcony of Lot 4 be removed and replaced by a new wall, new doors, new windows and new adhesion points. And that:
 - (1) these become the property of the owner of Lot 4; and
 - (2) any costs of ongoing maintenance of these items be the responsibility of the owner of Lot 4.
- (b) That the designated balcony area of Lot 4 shown in the Strata Plan 22906 will be modified by the installation of the new wall which redefines the shape of the designated living-bedroom and balcony areas.
- (c) That all new windows and doors delineating the living area from the balcony area will meet the required colour and glazing requirements specified by the Owners Corporation.
- (d) That the original ceiling area be left uncovered (exposing the beams and flooring above) within the balcony area only to the extent of the width of the original balcony area.

- (e) That in the event of any noise issues becoming apparent due to the extended liveable area within the new designated balcony area in (2) above and at the request of the Owners Corporation, the owner of Lot 4 is responsible for the cost to supply and install noise protection glazing immediately inside the exposed gridded area.
- (f) That in the event of any noise issues becoming apparent due to the uncovered ceiling area in (4) above and at the request of the Owners Corporation, the owner of Lot 4 is responsible for the cost to supply and install a layer of plasterboard on the uncovered area.
- (g) That any costs of ongoing maintenance of the newly defined balcony area and newly defined living-bedroom area as shown in Appendix G be the responsibility of the owner of Lot 4.
- (h) That the costs of supply, installation and any damage caused to Common Property during installation of these modifications and additions be the responsibility of the owner of Lot 4.
- (i) That the right of exclusive use and enjoyment of the said wall, doors, windows, adhesion points and the newly defined balcony and living-bedroom areas be conferred upon the owner of Lot 4 in accordance with Drawing in Appendix G.

20.8 Lot 21 – Car space

That pursuant to Part 6 Division 1 sections 108 and 111, and Part 7 Division 3 of the *Strata Schemes Management Act (NSW) 2015*, a special By-Law be adopted by the Owners Corporation as follows:

Part 1: Preamble

- 1.1 This By-Law is made pursuant to Parts 6 and Part 7 of the Act.
- 1.2 The purpose of this By-Law is to grant and confer upon the Owner special privileges in respect of the common property to perform the Works, subject to the terms and conditions specified in this By-Law.
- 1.3 The rights conferred by this By-Law enure for the benefit of the Owner; the obligations imposed by this By-Law bind the Owner.

Part 2: Definitions & Interpretation

2.1 In this By-Law, unless the context otherwise requires or permits:

- (a) **Act** means the *Strata Schemes Management Act 2015 (NSW)*.
- (b) **Authority** means a principal certifying authority as defined under the *Environmental Planning and Assessment Act 1979 (NSW)* including any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot including the Local Court of New South Wales or NCAT.
- (c) **building** means the building at 1 – 9 Marian Street, Redfern NSW 2016.
- (d) **Lot** means Lot 21 in Strata Plan No. 22906.
- (e) **NCAT** means the NSW Civil and Administrative Tribunal.
- (f) **Owner** means the owner or owners from time to time of Lot 21 in Strata Plan No. 22906.
- (g) **Works** means alterations to two of the 650mm thick masonry wall/columns on Level 'O' carpark, specifically Lot 21 car space to widen the opening by cutting out 300mm of the existing brick pillars either side of the opening in accordance with the structural engineering report of Acroyali Engineering ABN 84 625 190 769 dated 12 February 2024 and recommendations/procedures.

2.2 In this By-Law, unless the context otherwise requires or permits:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in this By-Law have the same meaning as those defined in the Act;
- (d) a reference to the owners corporation includes the building manager, strata managing agent, any member of the strata committee or any person authorised in writing by the owners corporation from time to time;
- (e) a reference to legislation includes a reference to any amending or replacing legislation;
- (f) a reference to the Owner includes a reference to any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- (g) to the extent of any inconsistency between the By-Laws applicable to Strata Plan No.22906 and this By-Law, the provisions of this By-Law prevail;

- (h) if any provision or part of a provision of this By-Law is held or found to be void, invalid or otherwise unenforceable, it will be deemed to be severed from this By-Law or that provision to the extent that it is void, invalid or unenforceable but the remainder of this By-Law or provision will remain in full force and effect.

Part 3. Authorisation for Works

3.1 The owners corporation grants the Owner:

- (a) its approval, permission and authority to carry out the Works;
- (b) the special privilege to, at the Owner's cost, carry out the Works on and to the common property; and;
- (c) the exclusive use and enjoyment of the common property to be occupied by the Works, on the conditions of this By-Law.

Part 4: Conditions

Before commencement

4.1 Before commencing the Works, the Owner must provide the owners corporation with:

- (a) A copy of the structural engineering report, drawings, plans, specifications, conditions and quote for the carrying out of the Works.
- (b) A copy of any requisite construction certificate for the Works issued under Part 4A of the *Environmental Planning and Assessment Act 1979 (NSW)*.
- (c) Licence and certification details of all contractors engaged by the Owner to carry out the Works.
- (d) If requested by the owners corporation, photographs of all areas of the building which may be affected by the Works.
- (e) A Certificate of Currency All Risks insurance cover taken out with a reputable insurer (incorporating Contractor's all risk insurance cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works and Home Warranty insurance where required).

4.2 Prior to commencement of the Works, the Owner must arrange with the owners corporation or its building caretaker:

- (a) suitable times and method for the Owner's contractor(s) to access the building;
- (b) written approval (which shall not be withheld unreasonably) to the proposed means of entering and leaving the carpark in the building for tradespersons, building materials, tools and debris; and
- (c) suitable times and method for the parking of vehicles by the Owner's contractor(s) whilst the Works are in progress.

Performance of the Works

4.3 In carrying out the Works, the Owner and the Owner's contractor(s) must:

- (a) comply with the terms and conditions of approval given by the owners corporation under this By-Law;
- (b) comply with the Building Code of Australia and all relevant Australian Standards;
- (c) maintain the structural integrity of the building, its waterproofing and the integrity of all fire safety measures and equipment;
- (d) transport each item, including but not limited to construction materials, equipment and debris, in compliance with the reasonable directions of the owners corporation.
- (e) protect all areas of the building, both internal and external to the Lot, from damage caused by the Works, by the transportation of construction material, equipment, debris and other material associated with the Works or by the removal of any part of the Works;
- (f) immediately arrange for the removal of all construction materials and debris from the carpark and must not deposit any construction materials and debris in any common property garbage area or bins or on the common property;
- (g) take all reasonable steps to minimize noise, discomfort, disturbance, obstruction, or interference with the use of the building by other Lot owners and occupiers; and
- (h) ensure that the common property is kept clean of waste and debris created by the Works daily and in accordance with reasonable directions of the owners corporation.

4.4 In carrying out the works:

- (a) The Owner may not vary the Works except in accordance with the written approval of the owners corporation and, if applicable, any Authority.
- (b) The Owner must comply with all directions, orders and requirements of any Authority and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's contractor(s).
- (c) The Owner must maintain all areas of common property adjacent to the Works, or used for or in relation to the Works, in a clean and tidy state while the Works are being carried out.
- (d) The Owner must repair promptly any damage caused or contributed to by the Works, including damage to the common property and any property of the owners corporation and the owner or occupier of another Lot in the strata scheme.
- (e) **The Owner must ensure construction contractors comply with "THE WATERTOWER – STRATA PLAN 22906 Renovations and Air-Conditioning Installation applications – Rules, policies, conditions and procedures, legislation & regulations" as published.**
- (f) If requested during the course of Works or at the conclusion of any stage of the Works the Owner must permit inspection by a representative of the Executive Committee or its consultants to ensure compliance with the terms of this By-Law.

Maintenance of the common property

- 4.5 The Owner, in accordance with sections 108, 141 and 142 of the Act and subject to the conditions below:
- (a) will indemnify the owners corporation for all legal costs in drafting this By-Law;
 - (b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair from time to time, the Works;
 - (c) remains liable for any damage to the Lot or common property arising out of the Works;
 - (d) must make good any damage to the Lot or common property arising out of the Works immediately after it has occurred.
- 4.6 The Owner indemnifies the owners corporation with respect to any damage to the building or the common property arising from the Works. The owners corporation may proceed to recover any damage from the insurance of the Owner's contractor(s) or the Owner.

Ongoing responsibilities and Indemnity

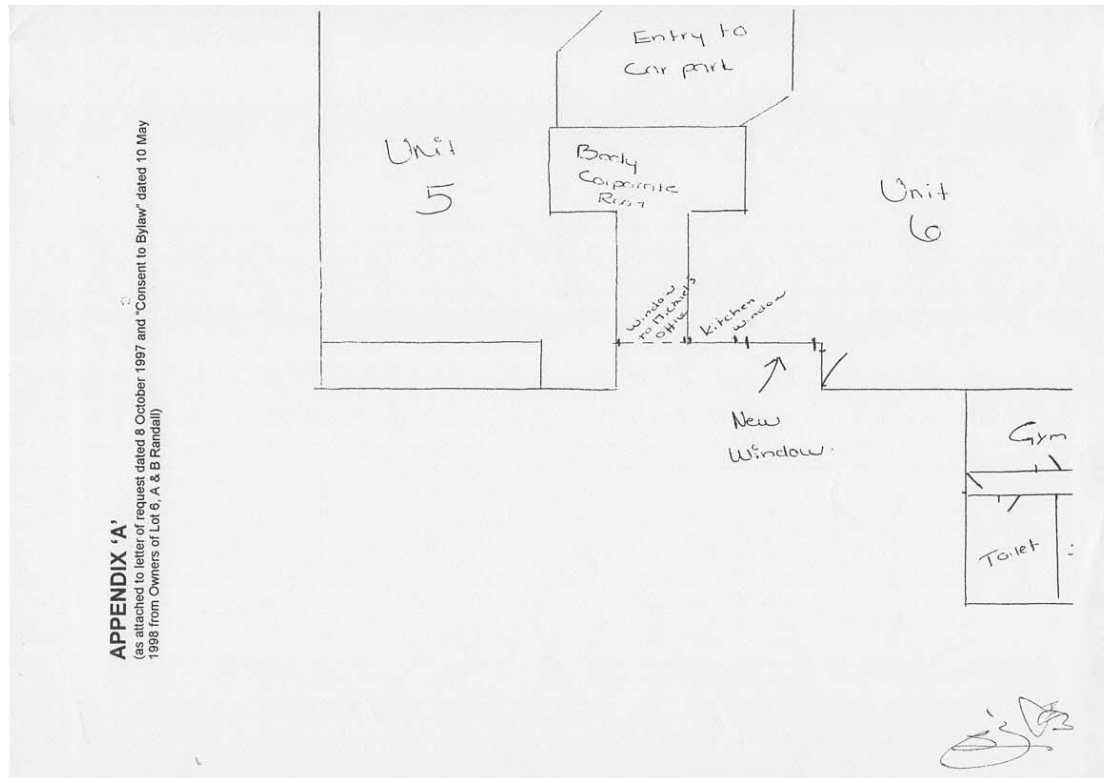
- 4.7 The Owner, must:
- (a) carry out all necessary work to restore the affected areas of the common property to a condition comparable to the adjacent areas of the common property if any part of the Works is removed;
 - (b) properly maintain and keep all areas of the common property and those parts of the Lot the subject of this By-Law in a state of good and serviceable repair;
 - (c) properly maintain and keep the Works in a state of good and serviceable repair and must repair or replace the Works as required from time to time.
 - (d) The Owner must provide the owners corporation with access to inspect the Lot from time to time and within 48 hours of any reasonable written request from the owners corporation.
- 4.8 The Owner must indemnify the owners corporation against any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or to any part of the building, whether common property or any other Lot, caused by or arising out of or related to the Works.

Cost of By-Law, approvals and certifications

- 4.9 The Owner must pay and bear all costs associated with the Works and any work and attendances required to be undertaken by the owners corporation pursuant to this By-Law including but not limited to:
- (a) the drafting and consideration of this By-Law;
 - (b) approval of any plans, drawings, specifications, approvals and consents and any other documentation associated with the Works; and
 - (c) obtaining and considering any certification of or in relation to the Works.

21 Appendices – Common Property Rights By-Law Drawings

21.1 Appendix A – Lot 6 Window



21.2 Appendix B – Lot 37 Windows

APPENDIX B – LOT 37 WINDOWS



Strata Plan 22906 – By-Laws @ 28/03/2024



21.4 Appendix D – Lot 62 Front Door

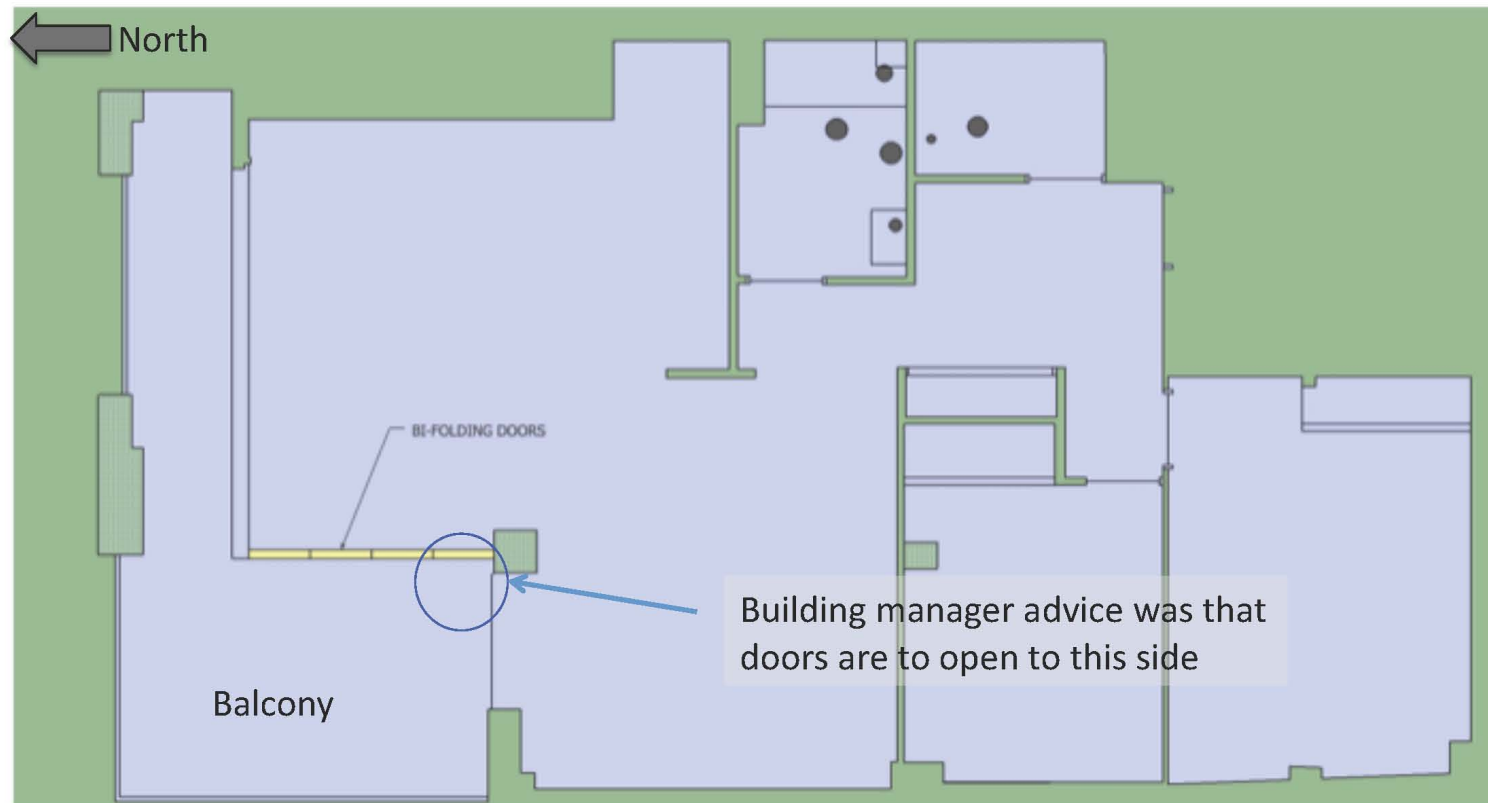
APPENDIX D - LOT 62 FRONT DOOR

Moving 501 Front Door



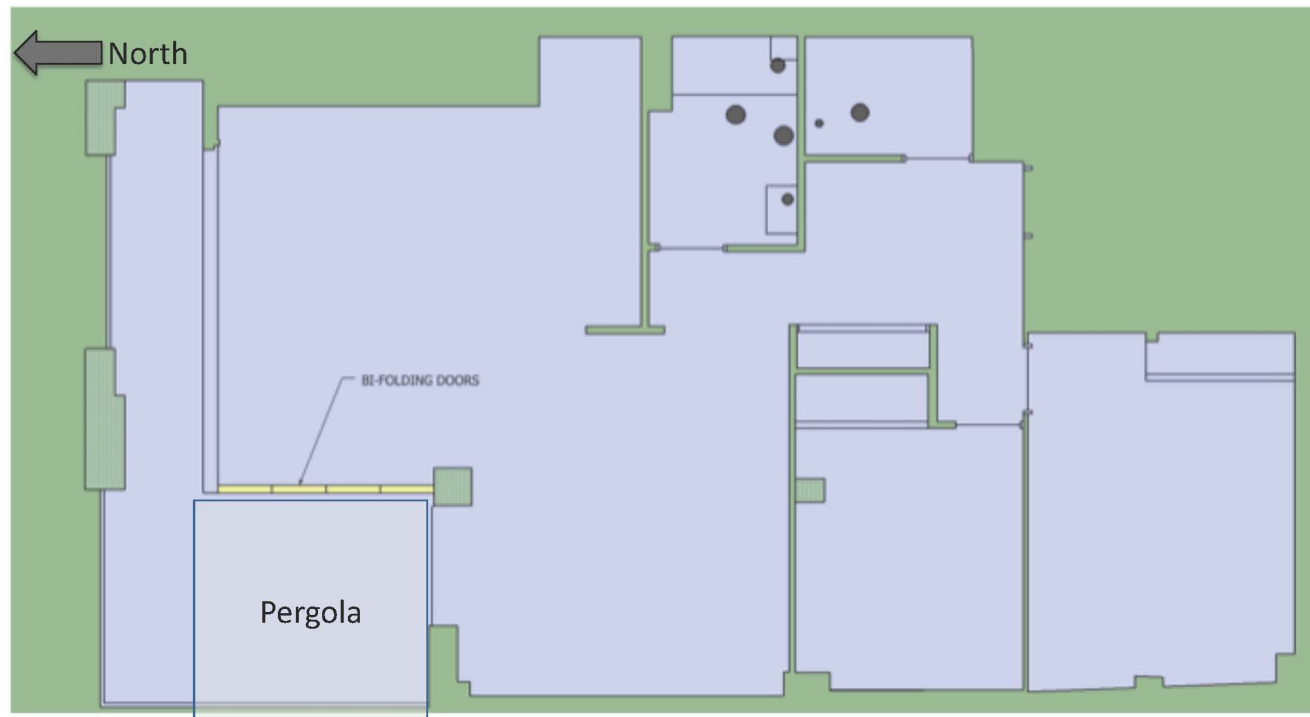
APPENDIX E - LOT 62 BI-FOLD DOORS

501 Unit Plan: Bi-Fold Doors



APPENDIX F - LOT 62 PERGOLA

501 Unit Plan: Proposed Pergola



21.7 Appendix G – Lot 4 Balcony

APPENDIX G – LOT 4 BALCONY AREA MODIFICATION



21.8 Appendix H – Lot 21 Car space

GROUND FLOOR
Strata Plan 22906

