

STRATA PLAN 87345

BY-LAWS

CAMMERAY PLACE – 53 PALMER STREET, CAMMERAY NSW 2062

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A BY-LAWS**1. NOISE AND NUISANCE**

- 1.1 An Owner or Occupier of a Lot, or any 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.
- 1.2 The Owner of any Plant or residential Air Conditioning Equipment in the building must ensure that the machinery does not create noise likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot.
- 1.3 An Owner or Occupier of a Lot, or any invitee of an Owner or Occupier of a Lot, must not enjoy the Lot or permit the lot to be used or enjoyed in a manner or for a purpose that creates a nuisance or hazard to the Occupier of any other Lot.
- 1.4 An Owner or Occupier of a Lot, or any invitee of an Owner or Occupier of a Lot, must take steps not to be negligent or cause damage to their or any other Lot or to the Common Property by any action or inaction or by creating a nuisance and may be liable to the Owners Corporation or other Lot Owner for repair or rectification resulting therefrom.

2. VEHICLES ON COMMON PROPERTY

An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property or permit a motor vehicle to be parked or stood on Common Property, except with the prior written approval of the Owners Corporation or as permitted by a sign authorised by the Owners Corporation.

3. OBSTRUCTION OF COMMON PROPERTY

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

4. DAMAGE TO PLANTS AND GARDENS

An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation:

- (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 OR ALTERATIONS TO COMMON PROPERTY

- 5.1 Only an Owner of a Lot or their authorised agent can carry out cosmetic works such as installing or replacing hooks, nails or screws for hanging paintings or other things on walls, interior painting, and filling minor cracks and holes.
- 5.2 This by-law does not prevent an Owner or person authorised by the Owner from installing:
 - (a) any locking or other safety device for the protection of the Owner's Lot against intruders;
 - (b) any screen or device to prevent entry of animals or insects on the Lot; or
 - (c) any structure or device to prevent harm to children.

- 5.3 Any such screen or device or structure as by-law 5.2 must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with other similar previously installed devices and the appearance of the rest of the Building.
- 5.4 The Owner of a Lot must:
- (a) maintain and keep in a state of good and Serviceable repair any installation or structure referred to in by-law 5.2 that forms part of the Common Property and that Services the Lot; and
 - (b) repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in by-law 5.2 that forms part of the Common Property and that Services the Lot.
- 5.5 Structural Alterations to a lot are covered in by-law 23 and Minor Renovations are covered in by-law 43.
- 5.6 a) Under the Strata Schemes Management Act 2015 – Section 122, the Owners Corporation has power to enter any Lot to assess or carry out work in the case of an emergency, and in a case that is not an emergency either with the consent of the Occupier or in accordance with an order of the Tribunal.
- b) The Owners Corporation is liable for any damage to a Lot or its contents arising out of assessing or carrying out any works in the Lot.
- c) The Occupier refusing access shall bear the Owner's Corporation's costs of obtaining an order of the Tribunal referred to in 5.6 a), including but not limited to Strata Manager's fees.

6. BEHAVIOUR OF OWNERS, OCCUPIERS OR INVITEES

An Owner or Occupier of a Lot, or any Invitee of 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.

7. CHILDREN ON COMMON PROPERTY

An Owner, Occupier or Invitee of a Lot must not permit any child under 15 years of age for whom the Owner, Occupier or Invitee is responsible, unless accompanied by an adult exercising effective control, to be or remain in or on the loading dock, driveways and ramps, carparks, gym, swimming pool and Level 6 terraces that are areas of possible danger or hazard to that child unsupervised.

8. DEPOSITING OF RUBBISH OR OTHER ITEMS ON COMMON PROPERTY

An Owner, Occupier or Invitee of a Lot must not store, deposit or throw on the Common Property any cigarette butts, rubbish, used goods, boxes, crates, dirt, debris or the like or any other article or material without the prior consent of the Owners Corporation.

9. DRYING OR AIRING OF ARTICLES OR WASHING

An Owner or Occupier of a Lot must not hang any washing or laundry items, bedding, towels or clothing or other item on any part of the Lot in such a way as to be visible from the street.

10. CLEANING OF WINDOWS AND DOORS

- 10.1 Except in the circumstances referred to in by-law 10.2, 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 the Lot, including so much as is Common Property
- 10.2 The Owners Corporation is responsible for cleaning all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or Occupier of the Lot safely or at all.

11. STORAGE OF INFLAMMABLE LIQUIDS, SUBSTANCES OR OTHER MATERIALS

- 11.1 An Owner or Occupier of a Lot must not, except with the approval in writing of the Owners Corporation, use or store on the Lot or the Common Property any inflammable chemical, liquid or gas or other inflammable material.
- 11.2 This by-law does not apply to chemicals, liquids or 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.

12. MOVEMENT OF FURNITURE OR OBJECTS THROUGH COMMON PROPERTY

- 12.1 An Owner or Occupier of a Lot or any person authorised on their behalf must not transport any furniture or large object through or on Common Property within the Building unless 3 days' notice and a request to do so has first been given to the Building Manager so as to allow lift protection covers to be erected and the Building Manager or a committee representative to be present if deemed necessary at the time when the Owner or Occupier does so.
- 12.2 An Owner or Occupier of a Lot or any person authorised on their behalf must use the loading dock which is available between 7 am and 8 pm daily to load and unload any furniture and large objects being transported through the building,
- 12.3 (a) An Owner or Occupier of any Lot or any person authorised on their behalf must utilise the Main Lift or fire stairs for the transporting of any large object or furniture through the building.
- (b) An Owner or Occupier of any Lot or any person authorised on their behalf including Lots on Level 1 shall not use the main entrance door from Palmer Street to transport furniture or large objects through the building.
- 12.4 An Owner or Occupier recognises their obligation to assist in recovery of costs for any damage to Common Property caused by the movement of their large objects or furniture in accordance with by-law 42.
- 12.5 a) An Owner or Occupier must take immediate steps to ensure all areas of the Common Property including hallways, stairs, lift and loading dock affected by the movement of their furniture or large object are clean and free of debris and
- b) be responsible for undertaking such further cleaning actions as the Owners Corporation may require and to indemnify the Owners Corporation for costs incurred in cleaning or rectifying any spoil or damage caused by the movement of their furniture or large object.

13. FLOOR COVERINGS

- 13.1 An Owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot, and in particular will have to install such underlays or sound proofing that is in accordance with the acoustic code specified in the special by-law referred to in 13.3(a).

- 13.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.
- 13.3 An Owner of any Lot wishing to replace any soft or hard surface with any hard surface before proceeding with works must;
- a) agree to abide by Special By-law 22,
 - b) make application to the Committee for consideration,
 - c) receive approval from the Owners Corporation, and
 - d) give Strata Committee and Building Manager notice of works start date a minimum of 7 days in advance.

14. GARBAGE AND WASTE DISPOSAL FOR RESIDENTIAL LOTS

- 14.1 An Owner or Occupier of a Residential Lot must:
- (a) not make use of the retail commercial bins;
 - (b) dispose of general waste by placing it in any garbage chute provided and/ or in the appropriate garbage bins located on the Common Property;
 - (c) dispose of recyclable waste by placing it in the designated recyclable garbage bins located on the Common Property;
 - (d) ensure that before general refuse is placed in any chute or garbage bin, it is securely wrapped or in the case of containers, completely drained;
 - (e) ensure that all cardboard boxes are flattened before being placed in any designated recyclable bin;
 - (f) not dispose of any recyclable waste in any garbage chute;
 - (g) promptly remove and take action to clean the area of any spill when disposing of garbage in a receptacle or chute;
 - (h) not use any garbage chute between 10 pm and 7 am; and
 - (i) comply with the directions from time to time of the Owners Corporation as to the manner of disposal of garbage, as set out in signage, email, notices or otherwise.
- 14.2 Household items and e-waste as described by North Sydney Council are to be disposed of as instructed in Residents Information on the Cammeray Place Website.

15. KEEPING OF ANIMALS OR PETS

- 15.1 An Owner, Occupier or Invitee of a Lot must:
- (a) not keep or bring onto the Lot or the Common Property any animal or pet other than a dog, or a cat or a small caged bird;
 - (b) not keep in the Lot more than one pet specified in clause 15.1(a), and
 - (c) not allow to visit, keep or bring onto the Lot or Common Property any animal that is not registered with the Building Manager as per clause 15.3, and
 - (d) ensure that the animal does not create any noise or disturbance 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.
- 15.2 Dogs and cats must be either carried or short leashed at all times by the Owner, Occupier or Invitee through Common Property.
- 15.3 Prior to an Owner or Occupier keeping any dog or cat as clause 15.1 on the Lot, the animal must be registered with the Building Manager.

- 15.4 If an Owner, Occupier or Invitee of a Lot keeps or brings an animal, as per clause 15.1 onto the Lot or into the Building, then the Owner, Occupier or Invitee must:
- a) keep the animal within the Lot;
 - b) not take the animal to Level 6;
 - c) take any action that is necessary to clean all areas of the Lot or the Common Property that are soiled or damaged by the animal;
 - d) be responsible for undertaking such further cleaning actions as the Owners Corporation may require, as well as the costs relating thereto, arising from a soil/damage event caused by an animal that is deemed to be the responsibility of an Owner or an Occupier.
 - e) not wash dogs on verandas, winter gardens, or terraces and if breached the owner is responsible for any costs associated with blocked drains on or part of their verandas, wintergardens or terraces.
- 15.5 Dogs registered as assistance animals are exempted from by-law 15 on production of evidence to the Secretary that the dog is such an assistance animal as referred to in section 9 of the Commonwealth Disability Discrimination Act 1992.

16. APPEARANCE OF LOT

- 16.1 The Owner or Occupier of a Lot must not, without the prior written approval of the Strata Committee, maintain within the Lot anything visible from outside the Lot that is not in keeping with the style and tone of the building.
- 16.2 This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type, which is prohibited in accordance with by-law 9.

17. NOTICE BOARD

The Secretary of the Owners Corporation shall, as appropriate, post Strata Committee meeting agendas or notices on the strata notice board situated in the lift foyer on Level B1.

18. USE OR OCCUPATION OF A LOT NOTIFICATION

- 18.1 An Owner or Occupier of a Residential Lot must obtain approval from the Council if they wish to change the existing use of the Lot.
- 18.2 An Owner or Occupier of a Lot must notify the Owners Corporation of any change in the existing use of the Lot in any way that may affect the insurance premiums for the Strata Scheme for example, if a hazardous activity is being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes.
- 18.3 The Owner of any Lot must seek prior written approval from the Strata Committee should any Lot lease or rental be less than 90 days.
- 18.4 Nothing in this by-law should be construed as authorising any Owner or Occupier of any Lot to change the use of his or her Lot and any change of use of a Lot must comply with the requirements of all competent authorities and these by-laws.

19. USE OF CAR PARKING AREAS

Residents Carpark, Levels M and B1

- 19.1 An Owner, Occupier or Invitee of a Lot can only use the space(s) attached to that Lot (if any) on car parking Levels M or B1 for the purposes of parking motor vehicles.
- 19.2 An Owner or Occupier may not leave or store any article on the floor in their parking Lot or common areas in the car parking areas.
- 19.3 An Owner or Occupier must ensure that any vehicle in the allocated parking space(s) for that Lot does not spoil the slab with fluids or substances from the vehicle and is responsible for costs involved should the Strata Committee deem further cleaning or restoration works are necessary.
- 19.4 For security purposes, an Owner or Occupier of a Lot must notify the Strata Committee of the name, email address and phone number of any person using or intending to use car parking space(s) forming part of that Lot for a period of more than 14 days who is not an Owner or Occupier of a residential Lot.
- 19.5 An Owner, Occupier or Invitee of a Lot may not use any power point or EV Charging Station located within the Residents Carpark other than the EV Charging Station on the Owner or Occupiers Lot for charging Electric Vehicles.
- 19.6 The Owners Corporation or their designated person has the right to use any 3 pin power point located within the Residents Carparks.
- 19.7 The Owners Corporation has the right to disconnect any power source used by an Owner or Occupier in contravention of by-law 19.5.

Visitors Carpark

- 19.8 An Owner or Occupier of any Lot must not park in the Visitors Carpark and must ensure that their visitors do not park in the Visitors Carpark for more than two hours between the hours of 7 am and 8 pm.

20. CURTAINS, WINDOW COVERINGS AND BLINDS

- 20.1 Any new or replacement internal curtain, blind or covering of a window or door in a Residential Lot that faces public or common areas must have a backing or face coloured in the white, cream or beige spectrum which conforms to samples held by the Secretary.
- 20.2 The installation of any new or replacement internal curtain, blind, or covering of a window or door in a Residential Lot that faces public or common areas can only be undertaken by an Owner or their duly authorised agent after approval in writing of the installation contract by the Strata Committee.
- 20.3 Any external blind requires prior approval of the Owners Corporation and the creation of a Common Property right by-law except Lot 9. See by-law 33.3.

21. AIR CONDITIONING AND BATHROOM EXHAUST EQUIPMENT FOR RESIDENTIAL LOTS

- 21.1 The Owner of each Residential Lot:
- (a) owns the Air Conditioning and Bathroom Exhaust Equipment installed and located on Common Property and connected to the Residential Lot; and
 - (b) has a right to access his or her own Air Conditioning and Bathroom Exhaust Equipment on Common Property for the purposes of maintenance or repair.
- 21.2 The Owner:
- (a) must maintain, repair or replace their own Air Conditioning and Bathroom Exhaust Equipment and they or the Occupier pay running costs for the Air Conditioning Equipment;

- (b) bears the sole responsibility of insuring any Air Conditioning and Bathroom Exhaust Equipment;
 - (c) must make prior arrangement with the Strata Committee to gain access to that part of their Air Conditioning Equipment not in the Residential Lot;
 - (d) must comply with all the requirements of any statutory enactment in relation to their Air Conditioning and Bathroom Exhaust Equipment;
 - (e) must repair damage to Common Property or the property of another Owner or Occupier caused by exercising rights or complying with obligations under this by-law; and
 - (f) must indemnify the Owners Corporation against all claims and liability caused by exercising rights or complying with obligations under this by-law.
- 21.3 Should the Owner not carry out work required under clause 21.2 (a), the Owners Corporation may give the Owner written notice of its intention to carry out those works and the Owner shall:
- (a) give access to the Owners Corporation or persons authorised by it to carry out those works;
 - (b) pay the Owners Corporation for the cost of doing those works; and
 - (c) give the Owners Corporation the right to recover costs as a debt.

22. COMMON PROPERTY HOT WATER SYSTEMS

- 22.1 The Owner of each Lot has the right to use the Common Property hot water system.
- 22.2 The Owners Corporation must operate, maintain, repair and replace the Common Property hot water system.

23. RENOVATIONS AND ALTERATIONS WORKS TO COMMON PROPERTY IN A LOT

- 23.1 The Owners Corporation or an Owner of a Lot in the strata scheme may add to the Common Property, alter the Common Property or erect a new structure on Common Property for the purpose of improving or enhancing the Common Property on the following conditions.
- 23.2 Owners wanting to make renovation or alteration should download from CammerayPlace.com.au website both Approval Process and Renovation Alteration Request form and submit latter duly completed to Strata Manager for assessment as described in Approval Process document.
- 23.3 After assessment and advice from Strata Manager, those works categorised as cosmetic can proceed but minor and major works will be forwarded to Strata Committee for their consideration.
- 23.4 Minor works can proceed after written approval by Strata Committee and receipt by Strata Manager of Owners consent to terms and conditions document that will accompany approval.
- 23.5 Major works cannot proceed until after both initial approval of works by Strata Committee and subsequent approval by the Owners Corporation and receipt by Strata Manager of Owners consent to the terms and condition document.
- 23.6 The Owner and his contractors are responsible for compliance to all general By-laws while the works are carried out.

- 23.7 a) An Owner must ensure that building works are only performed between the hours of 7:00am and 5:00pm Monday to Friday, 8:00am to 1:00pm on Saturday and not on any Sunday or public holiday or as otherwise directed by the Strata Committee.
- b) An Owner must ensure that any noisy building works (including, but not limited to constant hammering, concrete drilling, jack hammering or the use of other percussion tools) are only carried out between the hours of 9:00am and 3:00pm on Monday to Friday and not on any Saturday, Sunday or public holiday.

24. MAIN AND GOODS LIFTS

- 24.1 The Main Lift serving the Building shall be for the use of all Lots in the Scheme and all Lots shall contribute to the cost of its repair and maintenance in accordance with their unit entitlements as part of the normal strata levies.
- 24.2 The Goods Lift shall be for the exclusive use of the Retail Lots, and
- (a) the cost of cleaning, repairing and maintaining such lift shall be shared by the Owners of the Retail Lots in accordance with the unit entitlement each Retail Lot bears to the total unit entitlement of all Retail Lots; and
- (b) should any Goods Lift expense exceed \$10,000, a majority of Retail Lot Owners must agree to that expenditure prior to it being approved by the Owners Corporation provided that the Retail Lot Owners will not unreasonably withhold their agreement to the proposed expenditure.
- 24.3 Those apportioned costs in by-law 24.2 from time to time will be forwarded to the Owner of the Lot by the strata manager for remittance within 14 days.
- 24.4 Should the goods lift become inoperable and use of the main lift is required by the Retail Lots, Occupiers of those Lots are responsible to advise the breakdown to the goods lift Service provider, building maintenance manager and Lot Owner by telephone or email immediately and hang main lift protection covers before any usage of main lift commences.

25. RETAIL LOTS

Usage

- 25.1 The Owner or Occupier for the time being of any Retail Lot is entitled at any time to make application to the Council and any other Consent Authority for consent to specific uses of a Retail Lot. The Owners Corporation and all other Lot Owners must consent to the lodgement of any application to the Council by the Owner of a Retail Lot and they acknowledge that the sole Consent Authority for a specific use of a Retail Lot is the Council, and the Owners Corporation authorises the Strata Manager of the Strata Scheme from time to time to sign any form of consent required by the Council to process any Application to be lodged with the Council for the specific use of a Retail Lot.
- 25.2 If a specific use of a Retail Lot is approved by the Council or the Consent Authority, the Owners Corporation must also consent to the installation of any equipment required by statute for the conduct of the approved business within the Retail Lot.
- 25.3 If use as a restaurant or other catering business is approved by the Council or the Consent Authority, the Owner is entitled to exclusive use and enjoyment of so much of the Common Property as is necessary for the installation of a grease trap to be used in connection with the conduct of the business within the Retail Lot. The Owner is solely responsible for the cost of installation and proper maintenance of and keeping in a state of good and Serviceable repair, the grease trap and the Common Property used for installation of the grease trap.

25.4 The Owner of each Retail Lot is also entitled to exclusive use and possession of so much of the following Common Property:

- (a) the front walls below the level of the first residential floor adjacent to each Retail Lot;
- (b) that part of the awning facia adjacent to each Retail Lot.;
- (c) the shop front of each Retail Lot; and
- (d) part of the vertical panel approximately 11.5 m high and 2.3 m wide facing Miller Street as is necessary for the installation of signage to be used in connection with the business conducted within the Retail Lot, subject to the following conditions:
 - (i) The Owner must obtain the written consent of the Owners Corporation which consent shall not be unreasonably withheld provided the signs are tasteful and in keeping with the building and such consent would be considered given if no response detailing the outcome is provided after 21 days from making the written application to the Secretary of the Owners Corporation.
 - (ii) The Owner must install and maintain any signage at its own cost and keep it in a state of good repair and must repair any damage to the Building caused when a sign is erected or removed under this by-law.
 - (iii) Before the installation of any signage the Owner must obtain all necessary consents from the Council and any other authority required for such installation and provide a copy of the consent to the Owners Corporation. The Owners Corporation shall sign such forms of consent as required by the Council to process the necessary application.

Retail Garbage

25.5 The Owners or Occupiers of Retail Lots in the Building must arrange and pay for their own garbage and waste removal from the Building and must:

- (a) comply with all the requirements of the Council and any other relevant authority regarding storage, collection and removal of waste; and
- (b) to the extent that the following obligations do not conflict with any obligations under clause 25.5 (a), must:
 - (i) ensure that before refuse is placed in any receptacle it is securely wrapped or, in the case of tins or other containers, completely drained;
 - (ii) promptly remove any thing which the Owner, Occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled;
 - (iii) comply with the directions from time to time of the Owners Corporation as to the manner of disposal of garbage;
 - (iv) not use any garbage receptacle provided for the Residential or other Retail Lots for disposal of the Retail Lot's garbage; and
 - (v) ensure receptacles are returned to their designated positions inside the loading dock and not leave any receptacle outside the building at any time.

25.6 Owners and Occupiers of Retail Lots must only use the garbage area designated for their Retail Lot in the Building.

Subdivision of Retail Lots

25.7 (a) It is acknowledged that the Owners of any of the Retail Lots can subdivide their Lots into smaller Lots or consolidate them into larger Lots subject to obtaining the consent of the relevant authorities.

(b) Where the Owner of any Retail Lot provides a letter from a person qualified to sign a Strata Certificate to the effect that all relevant regulations and requirements have been satisfied and that the proposed subdivision does not create additional Common Property or remove Common Property, the Owners Corporation must pass a resolution to approve the Strata Plan of Subdivision and a person authorised by the Owners Corporation shall place the Strata Seal on the Strata Plan of Subdivision.

25.8 Provided that the Owner of each Retail Lot shall undergo necessary preoperative assessments, including scans of the floor area within a radius of 300 mm of the location of any drilling of additional holes or further installations of ducts, cables and pipes, to determine whether the slab reinforcing or the integrity of existing conduits/ ducts might be compromised, the Owner of each Retail Lot shall have a special privilege and an exclusive right to:

- (a) install any additional Service, duct, mechanical equipment, compressors, grease trap, or other Services in the area of the Common Property designated for Services on the Level 6 roof area and to the loading dock ceiling or walls;
- (b) install additional ducts, cables, pipes in the existing duct installed on the Common Property for the use of the Retail Lots to the west of the lift shaft; and
- (c) drill additional holes in the floor of any Retail Lot provided that any such hole does not exceed 110 mm in diameter for the purpose of installing drainage and water pipes into the carpark within the Common Property under the Retail Lots.

These rights and exclusive use are on the following conditions:

- (d) the Services and/or items must be installed in accordance with the relevant Australian Standard with respect to the equipment and noise emissions and the Building Code of Australia in relation to any drill holes and must be approved by the relevant authority and the Owner using the Service and/or items must pay for the installation and maintenance of those Services and/or items, and must be installed in such a way as to allow reasonable access for maintenance;
- (e) the Owner who has installed the above Service and/or item must repair and replace his or her own Service and/or item and pay for all running costs if any for such Service and/or item;
- (f) the Owner shall comply with the requirements of any relevant complying authority regarding the use and operation of such Service and/or item; and
- (g) the Owner shall indemnify the Owners Corporation against all claims and liability caused by exercising these rights or complying with obligations under this by-law

Air Conditioning Equipment

25.9 Subject to by-law 33, where Air Conditioning Equipment, refrigeration plant or other plant or lighting associated with the Retail Lots (Equipment) has been installed or is to be installed in a Retail Lot by the original Owner, subsequent Owner or occupier of the Retail Lot with the permission of the Owner of the Retail Lot, the Owner of the Retail Lot:

- (a) owns the Equipment whether it is installed on the Common Property and connected to the Lot or whether it is located on the roof in the designated Plant area, in the loading dock or the Visitors Carpark, or on the roof of the gymnasium area;
- (b) has a special privilege to connect to the Equipment on the Common Property and to access their Equipment via the Common Property for the purposes of maintenance or repair;
- (c) bears the sole responsibility of insuring the Equipment;

- (d) must ensure the Equipment complies with the requirements of all relevant authorities, is installed at the Owner's cost, and does not hinder access to any part of the Building to which access needs to be provided;
- (e) must, prior to the commencement of the installation of any new Equipment, submit to the Owners Corporation a letter from a qualified structural engineer to the effect that the proposed new Equipment and any penetrations associated with the installation will not affect the structural integrity of the Building, and where appropriate, a letter from a qualified mechanical engineer to the effect that the new Equipment will not adversely affect the operation of any mechanical equipment installed in the Building;
- (f) on completion of the installation of any new Equipment, supply to the Owners Corporation a certificate from a qualified structural engineer stating that any penetrations through any fire-rated structures have been appropriately sealed and that the works have been performed in accordance with the requirements of the Building Code of Australia; and
- (g) may only replace Plant on a like-for-like basis placed in the same position without seeking approval from the Owners Corporation.

26. SIGNAGE

- (a) Owners and Occupiers of Residential Lots must not, without the consent of the Strata Committee, erect or display to the public advertising or other signs in the Lot or Building. This restriction includes, without limitation, signs that advertise that a Lot is for sale or available for lease.
- (b) If consent is given, signs that advertise that a Lot is for sale or lease should be a maximum of 1.1 m wide and 1.8 m high and must be removed 7 days after the Lot is sold or leased and may only be attached to the slatted gates facing Palmer Street and not impede the opening or closing of those gates.
- (c) Any costs related to damage as a result of consented signage attached to the Building or gates is recoverable from the Owner by the Owners Corporation as a debt.
- (d) Any advertising signage visible from outside the Retail Lots should be tasteful and in keeping with rest of the building.

27. TREES, PLANTS, SHRUBS AND FLOWERS

Any tree, shrub, plant or flower in a Lot that is visible from the street or another Lot shall be maintained by the Owner or Occupier in a tidy and fit condition and be in keeping with the style and tone of the Building.

28. LOADING DOCK

- 28.1 The Owners or Occupiers of all Lots in the Strata Plan have joint use of the loading dock and Owners or Occupiers of all Lots must ensure that all deliveries, particularly deliveries by removalist trucks, are made by using the loading dock.
- 28.2 In the use of the loading dock it is acknowledged that the Owners or Occupiers of the Retail Lots shall have more day to day use of the loading dock and that the Owners or Occupiers of the Residential Lots will mainly use the loading dock for moving furniture in and out of their Lot. The Owners or Occupiers of the Residential Lots shall advise the Building Manager prior to using the loading dock and obtain approval from the Building Manager of the times they would like to use the loading dock for the movement of furniture or large objects.

- 28.3 Owners or Occupiers of any Lots must not use the loading dock for any other purpose other than for loading or removing and further must not:
- (a) leave any garbage, paper or cardboard in the loading dock area other than in the receptacles provided for each Lot Owner or Occupier;
 - (b) permit the loading dock to be used in any way so as to constitute a nuisance or annoyance or likely to cause any fire risk; or
 - (c) interfere with the peaceful enjoyment of the Owner or Occupier of another Lot in the Strata Plan or any person lawfully using the Common Property.
- 28.4 (a) Owners or Occupiers of a Residential Lot must not make use of the Retail commercial bins.
- (b) An Owner or Occupier of a Lot must not store, deposit or discard on the loading dock any article or material without the prior consent of the Owners Corporation unless it is booked into a Council Household Clean Up abiding by requirements as by-law 14.2.
- 28.5 The Owner or Occupier of any Lot using the loading dock must comply with any reasonable direction or requirement of the Owners Corporation from time to time.

29. BUILDING INSURANCE PREMIUMS

- 29.1 If the use to which a Retail Lot is put causes an insurance premium for the Owners Corporation to be greater than it would be if it were not put to that use, then the amount of that increased insurance premium shall be payable by the Owner of that Retail Lot and if the increase is attributable to more than one Retail Lot such Retail Lots shall bear the burden of the increased premium in proportion of the contribution to the increased premium that each Lot makes.
- 29.2 A statement in writing by the Owners Corporation's insurance company, or its broker, will be conclusive evidence of the fact and the extra amount of premium.

30. SWIMMING POOL

- 30.1 An Owner or Occupier of any Residential Lot and any guest authorised by them must:
- (a) read and accept pool rules displayed on signage at pool gate before entering the pool area itself;
 - (b) not use the swimming pool and its surrounds between the hours of 10 pm and 7 am;
 - (c) ensure that his or her authorised users do not use the swimming pool or its surrounds unless that Owner or Occupier or another Owner or Occupier accompanies them;
 - (d) ensure that children under 15 years of age are not in or around the swimming pool unless accompanied by an adult Owner or Occupier exercising effective control over them;
 - (e) ensure that glass containers or receptacles of any type are not taken into the swimming pool or its surrounds;
 - (f) exercise caution at all times and not run or splash or behave in any manner that is likely to interfere with the use of the pool by other persons;
 - (g) not, without proper authority, operate, adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substance to any water in the pool;
 - (h) at all times be adequately clothed so as not to be likely to offend other persons using the swimming pool or its surrounds;

- (i) be adequately clothed at all times and towelled off dry and wearing footwear before re-entering the gym and Common Areas including residential lift;
- (j) not smoke, eat, drink or consume alcohol in the pool or its surrounds;
- (k) not use balls, boogie boards or large inflated objects in the pool;
- (l) comply with any rules that the Strata Committee may add or vary with respect to the use of the swimming pool from time to time;
- (m) ensure that users of the pool use the steps and handrail to enter and leave the pool, do not jump or dive into the pool or partake in rough play; and
- (n) recognise that the pool is a shallow 1.25 m deep throughout the length.

31. GYMNASIUM

- 31.1 (a) The Owners and Occupiers of any Residential Lot and their visitors have the right to use the gymnasium in the Common Property shown in the strata plan.
- (b) The Owners and Occupiers of any Residential Lot must accompany their visitors when they use the gymnasium.
- 31.2 The Owners Corporation must:
- (a) properly maintain the gymnasium and keep it in a clean and tidy condition;
 - (b) carry out structural maintenance and repairs to the gymnasium; and
 - (c) where necessary, make structural repairs to and replace recreational facilities.
- 31.3 An Owner or Occupier of a Retail Lot and accompanying guests may use the gym facilities provided they abide by requirements of this by-law.
- 31.4 An Owner or Occupier of any Residential Lot must make sure that an adult exercising effective control accompanies children under 15 who are in their care when the children use the gymnasium.
- 31.5 The Owners and Occupiers of any Residential Lot and their visitors must not:
- (a) bring glass objects, drinking glasses or sharp objects into the gymnasium;
 - (b) do anything that might be dangerous in the gymnasium;
 - (c) bring food or drink (with the exception of water) into the gymnasium unless they have consent from the Owners Corporation;
 - (d) hold parties or functions in the gymnasium unless they have consent from the Owners Corporation;
 - (e) interfere with the operation of equipment in the gymnasium;
 - (f) make any excessive noise or drop weights equipment on floor; or
 - (g) use the gymnasium between the hours of 10 pm and 7 am.

32. GENERAL EXCLUSIVE USE RIGHTS

- 32.1 The Owner or Occupier of any Lot has the right to the exclusive use and enjoyment of any Service that exclusively Services its individual Lot that is located in and forming part of the Common Property ('Exclusive Services').
- 32.2 The Owner or Occupier is responsible for the ongoing repair, maintenance and running costs of the Exclusive Services.

32.3 In the event that the Owner or Occupier or person authorised by an Owner or Occupier fails to maintain the Exclusive Services in accordance with this by-law, the Owners Corporation may undertake any works necessary to maintain the Exclusive Services to be in keeping with this by-law. The costs to the Owners Corporation for undertaking such works shall be a debt payable by the Owner or Occupier to the Owners Corporation on demand.

33. EXCLUSIVE USE RIGHT FOR LOTS 9, 10, 11 AND 12

Plant

33.1 The Owner or Occupier of Lots 9, 10, 11 or 12 has the right to the exclusive use of the designated Plant area being part of the Level 6 roof area and that part of the airspace in the loading dock and Visitors Carpark as shown on the Strata Plan and forming part of the Common Property for the purposes of positioning Air Conditioning and Refrigeration Plant.

Grease Trap Arrester

33.2 (a) The Owner or Occupier of Lots 9, 10, 11 or 12 has the right to the Exclusive Use of the Common Property grease trap arrester in the Visitors Carpark.

(b) The Owner or Occupier of Lots 9, 10, 11 or 12 shall each pay their share of running costs should they be connected to the grease trap arrester.

(c) Should the Owner of Lot 12 connect to the grease trap arrester, they shall pay all those connection costs.

Blinds

33.3 (a) Subject to clause 33.3 (b), the Owner or Occupier of Lot 9 has the Exclusive Use right to replace the existing blinds to the slab facing north above the cafe terrace marked 82 on the strata plan.

(b) Should the blinds not be a replacement but differ materially or functionally, then permission for those new blinds must be obtained from the Strata Committee before installation.

(c) The face and back of the blinds must be of one colour only, in either the cream to beige spectrum or the grey to black spectrum, and if any other colour is sought, permission must be obtained from the Strata Committee.

33.4 The respective Owners or Occupiers of Lots 9, 10, 11 and 12:

- (a) own their respective Plant and blinds installed and located on the Common Property and connected to the Lot;
- (b) are responsible for the ongoing repair, replacement, maintenance and running costs of their respective blinds and Plant;
- (c) have a special privilege to access their own blinds and Plant via the Common Property for the purposes of maintenance or repair;
- (d) bear the sole responsibility of insuring any blinds or Plant;
- (e) must comply with the requirements of any competent authority regarding the operation of the Plant; and
- (f) must repair damage to Common Property or the property of another Owner or Occupier caused by exercising rights or complying with obligations under this by-law.

33.5 In the event that any Owner or Occupier fails to maintain the Plant and blinds in accordance with clause 33.4 (b) or breaches clause 33.4 (f), then after the Owner and Occupier have been given prior reasonable notice of the breach and have not rectified the breach, the Owners Corporation, or any person authorised by it, may undertake any works necessary to maintain the Plant (if there has been a breach of clause 33.4 (b)) or repair the Common Property (if there is a breach of clause 33.4 (f)). The reasonable costs of the Owners Corporation undertaking such works shall be a debt payable by the Owner or Occupier of the relevant Lot to the Owners Corporation on demand.

34. SMOKING

34.1 An Owner or Occupier of a Lot or their Invitees must not smoke tobacco or any other substance, vape or use any other smoking device on the Common Property.

34.2 a) An Owner and their Invitees may smoke or vape legal substances only within the Owners Lot, and

b) An Owner of a Lot and their Invitees must ensure that smoke caused by them does not penetrate the Common Property or any other Lot.

34.3 Flicking or disposing of ash or butts by an Owner or their Invitees from the Owners Lot is prohibited and ash or butts must be disposed of responsibly in a receptacle in the Lot.

34.4 An Occupier who is not an Owner or their Invitees must not smoke tobacco or any other substance, vape or use any other smoking devices within the boundaries of that Lot including wintergarden, courtyard, sunroom, balcony or terrace.

35. PRESERVATION OF FIRE SAFETY

The Owner or Occupier of a Lot and any Invitee to the Lot must not do anything on the Lot or the Common Property that is likely to impede access to, activate or affect the operation of the fire safety devices in the Building or to reduce the level of fire safety in the Lots or the Common Property.

36. COMPLIANCE WITH PLANNING

36.1 The Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by-law.

36.2 The Owner or Occupier of a Residential Lot must ensure that no more than two adult persons occupy each bedroom.

36.3 The Owner or Occupier of a Residential Lot must not allow beds to be used by different people at different times of the day or night creating a 'hot bed' environment.

37. STORAGE OF PERSONAL EFFECTS AND BELONGINGS

37.1 Subject to by-law 19.2, an Owner or Occupier of any Lot must ensure personal effects and belongings are only kept either within the residential walls of the apartment assigned to that Lot or within the storage area assigned to that Lot.

37.2 Storage areas of Owners and Occupiers of Lots should be secured and items within that area stored safely without impairing or being an imposition on other Owners or Occupiers of storage Lots in that area.

37.3 Personal effects or belongings of an Owner, Occupier or Invitee of a Lot in the storage area of that Lot are not covered by the Building's insurance policy.

38. ILLICIT DRUGS AND SUBSTANCES

Any person partaking of, dealing, manufacturing or keeping any illicit drugs or substances on any Lot or Common Property area of the building will be immediately referred to authorities.

39. BARBEQUE AREA

An Owner or Occupier of a Lot may use the Level 6 barbeque area on the condition that they:

- (a) use the reservation book on Level 6 for groups of 6 to 13 persons and seek permission from the Secretary for groups of 14 or more;
- (b) abide by the rules regarding reservations in that book;
- (c) do not cause undue noise as described in by-law 1.1;
- (d) clean the barbeque and turn off the gas after use;
- (e) remove all refuse, clean tables, seating and deck of all food and drink spills and if considered unsatisfactory by Committee, a cleaning charge will be rendered;
- (f) advise the Building Manager of any spills to pavers requiring attention;
- (g) not use the barbeque and its surrounds between the hours of 10 pm and 7 am and turn off the outside light;
- (h) accompany at all times their Invitees or visitors while they are on Level 6;
- (i) consume food and drinks only on the deck area adjacent to the barbeque; and
- (j) adhere to the displayed instructions of use for the barbeque.

40. SUNDECK LOUNGE AREA

An Owner, Occupier of a Lot may use the Level 6 lounge area on the condition that they:

- (a) use the reservation book on Level 6 for groups of 6 to 13 persons and seek permission from the Secretary for groups of 14 or more;
- (b) abide by the rules regarding reservations in that book;
- (c) do not cause undue noise;
- (d) remove all refuse, clean tables, seating and deck of all food and drink spills and if considered unsatisfactory by Committee, a cleaning charge will be rendered;
- (e) advise the Secretary of any spills to pavers requiring attention;
- (f) replace the seat cushions into the holding containers;
- (g) accompany at all times their Invitees or visitors while they are on Level 6; and
- (h) not use the sunlounge area and its surrounds between the hours of 10 pm and 7 am.

41. SECURITY KEYS, FOBS AND REMOTES

41.1 The Owner or Occupier of a Lot is responsible for the safekeeping and security of all keys, fobs and remotes associated with their Lot.

41.2 An Owner or Occupier of a Lot must inform the Owners Corporation, and letting agent if applicable, immediately any key, fob or remote is lost.

41.3 An Owner or Occupier of a Lot may apply to the Owners Corporation for extra keys, fobs or remotes in line with provisions and costs set out in application form for same available on the Cammeray Place Website.

42. RECOVERY OF DAMAGE REPAIR COSTS TO COMMON PROPERTY

- 42.1 An Owner or Occupier of a Lot, or any invitee of an Owner or Occupier of a Lot, must not negligently or wilfully cause damage to any other Lot or to the Common Property by any action or inaction or by creating a nuisance and may be liable to the Owners Corporation or other Lot Owner for repair or rectification resulting therefrom.
- 42.2 Should the Owners Corporation provide evidence to an Owner or Occupier of damage to Common Property caused by the Owner, Occupier or their staff, Invitees, tradesperson or delivery personnel or any other associated person, the Owner or Occupier is responsible for cost of repairs the Owners Corporation may incur in repairing such damage.

43. AUTHORITY FOR MINOR RENOVATIONS BY AN OWNER

- 43.1 An Owner may apply to the Strata Committee to carry out works to their Lot described as minor renovations in section 110 of the Act and the Strata Committee must then provide the Owner with a list of documents required for submission to the Owners Corporation.
- 43.2 Works cannot commence before approval by the Owners Corporation by ordinary resolution at a general meeting.
- 43.3 Any works other than minor renovations as described in section 110 of the Act are major works and require a separate application and a special by-law. See by-law 23.

44. BREACHES OF BY-LAWS

The Owners Corporation will if necessary, enforce these by-laws using procedures and penalties applicable from time to time under the Act.

45. COMMON PROPERTY MEMORANDUM

45.1 Owners Corporation responsibilities for maintenance, repairs and replacements

- 45.1.1 Balcony and Courtyards
- (a) columns and railings;
 - (b) doors, windows and walls;
 - (c) balcony ceilings including painting;
 - (d) security doors other than those installed by an Owner after registration of the strata plan;
 - (e) original tiles and associated waterproofing affixed at the time of registration of the strata plan;
 - (f) common wall fencing shown as a thick line on the strata plan;
 - (g) dividing fence on a boundary of the strata parcel that adjoin neighbouring land;
 - (h) awnings within Common Property outside the cubic space of a balcony or courtyard;
 - (i) walls of planter boxes shown by a thick line on the strata plan;
 - (j) that part of a tree which exists within Common Property.

45.1.2 Ceiling / Roof

- (a) false ceilings installed at the time of registration of the strata plan (other than painting which will be the Owners responsibility);
- (b) plastered ceilings (other than painting which will be the Owners responsibility);
- (c) guttering;
- (d) membranes;

45.1.3 Electrical

- (a) air conditioning systems serving more than one Lot;
- (b) automatic garage door opener other than those installed by an Owner after registration of the strata plan and not including any related remote controller;
- (c) fuses and fuse board in meter room;
- (d) intercom handset and wiring servicing more than one Lot;
- (e) electrical wiring servicing more than one Lot;
- (f) light fittings serving more than one Lot;
- (g) power point sockets serving more than one Lot;
- (h) smoke detectors whether connected to the fire board or not (and the safety fire equipment subject to the regulations made under *Environmental Planning and Assessment Act 1979*);
- (i) telephone, television, internet and cable wiring within Common Property walls;
- (j) television aerial, satellite dish, or cable or internet wiring serving more than one Lot, regardless of whether it is contained with a Lot or on Common Property;
- (k) lifts and lift operating systems

45.1.4 Entrance Door

- (a) original door lock or its subsequent replacement;
- (b) entrance door to a Lot including all door furniture and automatic closer;
- (c) security doors other than those installed by an Owner after registration of the strata plan.

45.1.5 Floor

- (a) original floorboards or parquetry flooring affixed to Common Property floors;
- (b) original floor tiles and associated waterproofing affixed to Common Property floors at the time of registration of the strata plan;
- (c) sound proofing floor base (e.g. magnesite) but not including any soundproofing installed by and Owner after the registration of the strata plan.

45.1.6 General

- (a) Common Property walls;
- (b) any door in a Common Property wall including all door furniture;

- (c) skirting boards, architraves and cornices on Common Property walls other than painting which shall be the Lot Owners responsibility;
- (d) Original tiles and associated waterproofing affixed to Common Property walls at the time of registration of the strata plan;
- (e) ducting cover or structure covering a service that serves more than one Lot or the Common Property;
- (f) ducting for the purpose of carrying pipes servicing more than one Lot;
- (g) exhaust fans outside
- (h) hot water service located outside of the boundary of any Lot or where that service serves more than one Lot;
- (i) letter boxes within Common Property;
- (j) swimming pool and associated equipment;
- (k) gym equipment.

45.1.7 Parking / Garage

Electric garage door opener (motor and device) including automatic opening mechanism and lock if shown by a thick line on the strata plan or if outside the cubic space of the Lot;

45.1.8 Plumbing

- (a) floor drain or sewer in Common Property;
- (b) pipes with Common Property walls, floors or ceilings;
- (c) main stopcock to unit;
- (d) storm water and onsite detention systems below ground.

45.1.9 Windows

- (a) windows in Common Property walls including window furniture, sashcord and window seals;
- (b) original lock or other lock if subsequently a replacement by Owners Corporation.

45.2 Lot Owners responsibilities for maintenance, repairs or replacements

45.2.1 Balcony and Courtyards

- (a) Awnings, decks, pergola, privacy screen, louvers, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as Common Property on the strata plan;
- (b) That part of a tree within the cubic space of a Lot.

45.2.2 Ceiling / Roof

False ceilings inside the Lot installed by an Owner after the registration of the strata plan.

45.2.3 Electrical

- (a) Air Conditioning and Bathroom Exhaust Equipment whether inside or outside of a Lot which serve only that Lot;
- (b) fuses and fuse board within the Lot and servicing only that Lot;

- (c) in sink food waste disposal systems and water filtration systems;
- (d) electrical wiring in non-Common Property walls within a Lot and serving only that Lot;
- (e) light fittings, light switches and power point sockets within the Lot and serving only that Lot;
- (f) telephone, television, internet and cable wiring within no-Common Property walls and serving only that Lot;
- (g) telephone, television, internet and cable service and connection sockets;
- (h) intercom handsets serving one Lot and associated wiring located within no-common wall.

45.2.4 Entrance Door

- (a) door locks additional to the original lock or subsequent replacement of the original lock;
- (b) keys, security cards or fobs and access passes.

45.2.5 Floor

- (a) floor tiles and any associated waterproofing affixed by an Owner after registration of the strata plan;
- (b) lacquer or staining on surface of floorboards or parquetry flooring;
- (c) internal carpeting and floor coverings, unfixed floating floors;

45.2.6 General

- (a) internal non-common walls;
- (b) paintwork inside the Lot including ceiling and entrance door;
- (c) built in wardrobes, cupboards, shelving;
- (d) dishwasher;
- (e) oven, range top, microwave and range exhaust system;
- (f) washing machine and clothes dryer;
- (g) hot water service exclusive to a single Lot whether inside or outside of the cubic space of that Lot;
- (h) internal doors including door furniture;
- (i) skirting boards and architraves on non-Common Property walls;
- (j) tiles and associated waterproofing affixed to non-Common Property walls;
- (k) pavers installed within the Lots boundaries;
- (l) ducting cover or structure covering a service that serves a single Lot.

45.2.7 Parking / Garage

- (a) garage door remote controller;
- (b) light fittings inside the Lot where the light is used exclusively for the Lot.

45.2.8 Plumbing

- (a) pipes downstream of any stopcock only serving that Lot and not within the Common Property walls;
- (b) pipes and 'S' bend beneath a sink, tub or hand basin;
- (c) sinks, tubs or hand basins;
- (d) toilet bowls and cisterns;
- (e) bath tubs;
- (f) shower screens;
- (g) bathroom cabinets and mirrors;
- (h) any tap or mixer and associated hardware

45.2.9 Windows

- (a) window cleaning of interior and exterior surfaces except where they cannot be safely accessed by Owner or Occupier;
- (b) Locks additional to the original or any lock replaced by an Owner;
- (c) window locks keys.

46. FALSE FIRE ALARMS

- a) If any act or omission by an Owner or Occupier of a Lot or any Invitee of an Owner or an Occupier of a Lot results in the activation of a fire alarm in the absence of a fire, you must pay or reimburse the Owners Corporation for all costs, fees or charges the Owners Corporation incurs (as a liquidated sum payable on demand) resulting from activation of the alarm. The costs include the attendance of the fire brigade or other emergency services.
- b) If any act or omission by workman or tradesman engaged by an Owner, Occupier, or Managing Agent results in the activation of a fire alarm as a result of work performed, the Owner, Occupier, or Managing Agent must pay or reimburse the Owners Corporation for all costs, fees or charges the Owners Corporation incurs (as a liquidated sum payable on demand) resulting from activation of the alarm. The costs include the attendance of the fire brigade or other emergency services.

47. ELECTRIC VEHICLES (EV's)

- 47.1 a) Only an Owner can apply in writing to the Strata Committee to install an EV Charging System to the Lot's car parking space which after approval will be carried out by the strata electrician at the Owner's expense.
b) The termination point of the EV Charging System in the Lot's car parking space is determined by the Strata Committee.
- 47.2 a) Costs of cable trays and core holes providing for EV Charging Systems installations by the strata electrician in Residents Carpark are an Owners Corporation expense.
b) Costs of installing a 32amp / 7.7kW capability single phase cable from electricity meter of the Lot to a junction box, power point or an EV Charging Station in the Lot's car parking space are an Owner's expense.
c) Cost of the EV Charging Station is an Owner or Occupier expense.

- d) Costs arising from usage of the EV Charging System are billed directly to Owners or Occupiers by their electricity service providers.
- 47.3 An Owner, Occupier or their Invitees cannot use the EV Charging Station of any other Lot.
- 47.4 a) Owners, Occupiers or their Invitees using the EV Charging Station must ensure the vehicle charging cable does not represent a hazard in any way to any other Owner, Occupier, Invitee or any other person in the Residents Carpark.
- b) The Owner indemnifies the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the Common Property or to other property to the extent that such injury, loss or damage arises from or in relation to the EV Charging System and cannot be recovered through the Owners Corporation insurance.
- 47.5 a) The EV Charging Station remains the property of the Owner or Occupier.
- b) An Owner or Occupier must at their own expense properly maintain and keep the EV Charging Station in a state of good and serviceable repair and replace the EV Charging System (or any part thereof) if required by or at the direction of the Strata Committee.
- c) Should an Owner or Occupier wish to remove or replace their EV Charging Station, at their expense they must use the strata electrician to perform change or terminate wiring in a junction box and make good to the Common Property.
- d) To the extent that section 106(3) of the Strata Schemes Management Act is applicable, the Owners Corporation will not maintain, renew, replace or repair the EV Charging System.

DEFINITIONS

Act means the *Strata Schemes Management Act 2015* as amended.

Air Conditioning Equipment means the air conditioner inside a Lot or elsewhere within the Building including air conditioning plant and equipment, pipes, wires, cables, vents and ducts servicing air conditioning plant and equipment.

Building means the building constructed at 520 Miller Street, Cammeray, and entrance at 53 Palmer Street, comprising a retail and residential apartment building with basement parking.

Common Property in relation to SP87345 means any part of a parcel that is not comprised in a Lot (including any common infrastructure that is not part of a Lot).

Consent Authority means the Council or any other public authority whose responsibility is to consent to anything to be conducted within a Retail Lot or any other part of the Building.

Council means North Sydney Council.

Electric Vehicle (EV) means any vehicle including electric or hybrid cars, or e-motorcycles, but excluding e-bicycles, e-scooters and e-skateboards, propelled entirely or in part by a battery.

EV Charging System means any vehicle including electric or hybrid cars, or e-motorcycles, but excluding e-bicycles, e-scooters and e-skateboards, propelled entirely or in part by a battery.

EV Charging Station means equipment designed to connect an Electric Vehicle to a source of electricity for charging purposes.

Goods Lift means the lift servicing levels B2, LD, CP and S.

Invitee means a person who enters onto the Common Property or a Lot at the invitation of a Lot Owner or Occupier.

Lot means a defined portion of the building for which a separate Certificate of Title is issued.

Main Lift means the passenger lift servicing levels B2 to 6.

Managing Agent means the agent who manages the property or properties on a landlord's behalf.

Occupier of a Lot means a person in lawful occupation of the Lot.

Owner is a person, persons or entity that has purchased a Lot in SP87345 Strata Scheme, and such name is entered on the strata roll.

Owners Corporation means the Owners Corporation formed on registration of the Strata Scheme for the building.

Plant means machinery or Services associated with the Retail Lots.

Residential Lot means Lots 1 to 8 and Lots 13 to 42 in the Strata Plan.

Residents Carpark means those car spaces on Mezzanine and BI levels allocated to Lots and accessible by the down ramps from Abbott Lane.

Retail Lot means Lots 9 to 12 and Lots 43 to 46 in the strata plan or either of them or any Lot created by the subdivision of such Lots, as the context requires, and this definition applies whether the Lot is used for retail or commercial use.

Service means water, drainage, sewer, electricity, gas, telephone, pay TV, communication Service or any duct that has been constructed in the Building capable of providing any type of Service or benefit to any Lot within the Building or any other similar Service required by the Owner or Occupier of any Lot.

Service Provider means any person or authority providing any of the Services to the Building.

Strata Committee of an Owners Corporation means the elected members of the Owners Corporation under this Act.

Visitors Carpark means the car parking area accessible by the up ramp from Abbott Lane.

Website means www.cammerayplace.com.au